

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	223-00-9803	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	May 22, 2000	1 of 65

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	E048395	2000-2Y-021

7. ISSUED BY	8. ADDRESS OFFER TO
CODE DHHS/Food and Drug Administration Division of Construction and Facilities Support Contracting Room 2129, HFA-530 5630 Fishers Lane Rockville, MD 20857	FOR US MAIL USE SAME AS BLOCK 7 FOR HAND DELIVERY OR SPECIAL SERVICES/FEDEX USE Food and Drug Administration Room 2057, HF-34 5630 Fishers Lane Rockville, MD 20857

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Patricia G. Calhoun	(301) 827-1022 FAX (301) 827-1018

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

PROJECT TITLE: Construction of the FDA at Irvine, Irvine, California

SPECIFICATIONS: FDA at Irvine Project Manual, Dated June 21, 1999 (Approximately 1530 Pages)

DRAWINGS: FDA at Irvine, Dated June 21, 1999 (Approximately 300 Pages)

THIS SOLICITATION IS ISSUED "SUBJECT TO THE AVAILABILITY OF FUNDS"

THIS SOLICITATION IS DESIGNATED A FULL AND OPEN COMPETITION; IT IS NOT SET-ASIDE FOR SMALL BUSINESS

SITE VISIT SCHEDULE: SEE PAGE 56

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving	
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is	<input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>See Item F-1</u> .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and Sec. L-1 copies to perform the work required are due at the place specified in Item 8 by 2:00 P.M. (hour) local time July 6, 2000 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is. ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS ►

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

75X0603 24200A/40 0-6996264 B2Y006 Obj. Class 32.52

SUBJECT TO THE AVAILABILITY OF FUNDS

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified) ►

ITEM

G-5

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

SAME AS ITEM 7 ABOVE

27. PAYMENT WILL BE MADE BY

Food and Drug Administration

Office of Financial Management, HFA-122

Room 1169

5600 Fishers Lane

Rockville, MD 20857

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this

document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD
DATE

BY

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B - 1 Project Information

The objective of this contract is to provide for the quality construction of the FDA at Irvine facility in accordance with the scope of work contained herein. The project includes construction of a new chemistry and microbiology laboratory and district office building. In performing the work as described in Section C-1, "Scope of Work," the Contractor shall consider the following:

- A. Background: FDA's Office of Regulatory Affairs (ORA) has a 20 year plan to consolidate 18 field laboratories into five megalabs and four specialty laboratories. One of the megalabs was to be located in the general area which currently services Southern California. A 10-acre site was selected which is located on Fairchild Avenue in Irvine, California. The site is undeveloped, adjacent to the San Joaquin Marsh, and is classified as a late Intermediate-period prehistoric site. Complete data recovery excavations on the site have been executed, but oversight during construction excavation will also be performed by representatives of the Food and Drug Administration.

Protection of the San Joaquin Marsh is of utmost importance during the construction process.

The joint venture of the Zimmer Gunsul Frasca Partnership, Inc. and Henningson Durham & Richardson, Inc. (ZGF/HDR) is the designer of record and will be providing standard post design services throughout the construction of the project.

- B. Phasing and Options: Funds for the construction of this facility are expected to be provided in two fiscal years; therefore, it is necessary to phase the project in accordance with the expected funding levels. These two funding phases are identified as the Base contract work (Phase I - Core and Shell) and Option A (Phase II - Fitout). The project also includes construction options, identified as Options 1-12, which may or may not be exercised depending upon the availability of funds after the Base and Option A work is funded. In order to facilitate the development of cost proposals, Section B identifies the time periods within which each option could be exercised. A detailed delineation of the contract work by phase and options is provided in the Project Manual (Specifications) Sections 01010 "Summary of Work" and 01025 "Options" included as an attachment to this contract.
- C. Project Management: The Gilbane Building Company has been selected as the construction quality management (CQM) contractor for this project. Gilbane's responsibilities will include, but are not limited to project management, cost analysis, schedule analysis, construction evaluation and assessment of quality of work, coordination of shop drawing and submittal reviews; evaluation of change orders and proposals; development of change order and clarification design documents; claim reviews; factory witness testing; laboratory analysis; field investigation and testing; and evaluation of compliance with applicable codes, standards, and regulations including those dealing with environmental protection.

B-2 Compensation - Fixed Price Schedule

- A. As consideration for the services described in C-1, "Scope of Work," in Part I, Section C, the Government shall pay to the Contractor the fixed prices listed below. These prices contain overhead, profit, and any and all other mark-ups as negotiated and/or approved by the Government. Unless otherwise stated calendar days apply. NLT = No Later Than.

BASE - PHASE I - CORE AND SHELL

\$ _____

See drawings and Project Manual Section 01025, Paragraph 1.5 for further delineation.

BASE - PHASE I - CONSTRUCTION OPTIONS: (as exercised)

Option 1 – To be exercised NLT 200 days after Notice to Proceed for Base Work

\$ _____

ADD upgraded site fence in all areas where site fence is shown and DELETE site fence specified in Base contract. (Refer to Section 02825, Ornamental Fencing and Gates.)

Option 2 - To be exercised NLT 30 days after Notice to Proceed for Base Work \$ _____

ADD steel and stainless steel sunscreens attached to the architectural concrete walls of the Laboratory Wings (Shown on Sheets A3.2, A3.6, A3.7 and detailed on Sheets A4.1). DELETE the steel and stainless steel sunscreen attached to the Architectural Concrete wall over Door No. 1361 (shown in drawing 2 on A3.9, and detailed in drawings 11, 15, and 16 on Sheet A4.3.)

Option 3 - To be exercised NLT 200 days after Notice to Proceed for Base Work

\$ _____

DELETE certain site lighting fixtures scheduled on drawings and provide different fixtures as indicated in Light Fixture Schedule and Section 16530.

Option 4 - To be exercised NLT 30 days after Notice to Proceed for Base Work

\$ _____

DELETE all copper roofing, siding, and screens and ADD terne coated stainless steel roofing siding and screens matching the specified configurations, in their place.

Option 5 - To be exercised NLT 30 days after Notice to Proceed for Base Work \$ _____

Add a fire hydrant and all related piping and other work, including but not limited to erosion control as shown on sheet C2.1, as shown on sheet C5.2 and specified in Section 02665.

OPTION A – PHASE II - FITOUT

\$ _____

See drawings and Project Manual Section 01025, Paragraph 1.6 for further delineation. **To be exercised NLT January 31, 2001.**

OPTION A – PHASE II CONSTRUCTION OPTIONS: (as exercised)

Option 6 - To be exercised NLT 90 days after Notice to Proceed for Option A Work

\$ _____

DELETE stone specified as Base Contract and ADD reduced quality stone in all locations scheduled for stone.

Refer to Section 04420, Cut Stone.

Option 7 - To be exercised NLT 90 days after Notice to Proceed for Option A Work \$_____

DELETE wood paneling indicated on drawings and specified in Section 06400 Architectural Woodwork. Adjust location of gypsum board (back-up) partitions to flush with Wood Casework and door frames in manner similar to that detailed for deleted wood paneling.

Option 8 - To be exercised NLT 90 days after Notice to Proceed for Option A Work \$_____

DELETE the wood and metal ceiling specified in Section 09547 in rooms 1169, 1170, 1171 (Conference Facility 1, 2, and 3), Room 1183 (Lunch Room/Vending), and room 1361 (Library/Conference) and ADD acoustic tile ceilings specified in Section 09510 in their place.

Option 9 - To be exercised NLT 30 days after Notice to Proceed for Option A Work \$_____

DELETE specified round ductwork downstream of office VAV boxes and ADD "Alumiflex" ductwork.

Option 10 – To be exercised NLT 30 days after Notice to Proceed for Option A Work \$_____

DELETE specified digital VAV control at the VAV units in the office areas. Add pneumatic control system in these areas. See Specification Section

Option 11 – To be exercised NLT 90 days after Notice to Proceed for Option A Work \$_____

ADD Lightning protection. See Specification Section 16670.

Option 12 – To be exercised NLT 90 days after Notice to Proceed for Option A Work \$_____

DELETE certain interior and exterior building lighting fixtures scheduled on drawings and provide different fixtures as indicated in the Light Fixture Schedule and Section 16510.

GRAND TOTAL – \$_____
(Basis of Award)

GRAND TOTAL INCLUDES: PHASES I (BASE) PLUS PHASE I CONSTRUCTION OPTIONS 1-5 PLUS PHASE II (OPTION A) PLUS PHASE II (OPTION A) CONSTRUCTION OPTIONS 6-12

B. Progress payments for the amounts set forth above in Paragraph B2 - A. above will be made in accordance with the clause entitled "Payments Under Fixed-Price Construction Contracts 52.232-5 (May 1997)" in Part II, Section I and Section H-7, Payments to Contractors.

B-3 Contract Schedule Modifications Effected by Option Exercise

A. Upon execution of options, time will be added to the contract period of performance as follows:

Option A - Phase II - 365 calendar days

B. Upon execution of options, the contract amount will be increased by the corresponding fixed price amounts shown at B-2 - Compensation - Fixed Price Schedule.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C-1 Scope of Work

Independently and not as an agent of the Government, the Contractor shall furnish the necessary personnel, materials, services, facilities, except as provided in the schedule, and otherwise do all things necessary for or incident to the performance of work set forth herein and in Attachments No. J1 and J2 in Part III, Section J - List of Attachments, to this contract.

SECTION D - PACKAGING AND MARKING

D-1 Marking Instructions for Reports

The Contractor shall mark each shipment with its organizational name, contract number, item number, and quantity (indicate partial or final shipment). As appropriate, note on the face page of the report and when feasible on the binding (1) "one volume only" or (2) "volume 1 of 2, volume 2 of 2" etc.

D-2 Payment of Postage and Fees

All postage and fees related to distribution of deliverables including forms, reports, etc., shall be paid by the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 Inspection

Pursuant to the appropriate inspection clause as provided below, final inspection and acceptance of all items called for by this contract shall be made by the Contracting Officer at the Food and Drug Administration, 5630 Fishers Lane, Rockville, Maryland 20857.

E-2 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.ARNET.gov/far/

52.246-12 Inspection of Construction (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F – 1 A. 52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use no later than (date)_____. The time stated for completion shall include final cleanup of the premises.

B. The total potential performance period is 730 calendar days to include the Base, Option A, and all Construction Options 1-11. (The Base Period (Phase I) and Base Construction Options 1-5 is 365 calendar days; Option A (Phase II) and Phase II (Option A) Construction Options 6-12 is 365 calendar days.)

F-2 Reports/Deliverables/Scheduled Items

(Unless otherwise noted, calendar days apply.)

<u>Scheduled Item</u>	<u>No. of Copies</u>	<u>Due Date</u>
Performance and Payment Bonds (See Section G-1)	1	Within 10 days after contract award
Certificate of Insurance (See FAR 52.228-5)	2	Within 10 days after contract award
Project Manager Information (See Section H-17)	4	Within 14 days after contract award
Preconstruction Meeting (See Section H-20 and FAR 52.236-26)	N/A	Within 14 days after contract award
Standard Form 1413 (See 52.222-11)	3	Within 14 days after contract award
Subcontracting Information (Section H-3)	1	Within 14 days after contract award
ADA Accessibility Plan (Section H-12)	1	Within 14 days after contract award
Safety & Health Plan (Per PHS Clause No. 352.223-70)	3	Within 14 days after contract award

Schedule of Values (See Section H-7)	4	Within 30 days after receipt of NTP for Base Work
Critical Path Management (CPM) Schedule (See Section H-4)	4	Within 30 days after receipt of NTP for Base Work
Updated Critical Path Management Schedule (See Section H-4)	4	Within 30 days after NTP for Phase II to revise sequencing, durations, and planning
Two Week Look-Ahead CMP Schedule (See H-4)	4	Weekly
Submittal Schedule for Exercised Phase (See Section H-5)	4	Within 30 days after receipt of NTP for each Phase
Substitution Requests for Exercised Phase (See Section H-5)	4	Within 30 days after receipt of NTP for each Phase
Invoice Information (See Section G-5)	2	Not later than 14 days prior to submission of first payment request
Project Control System Updates (See Section H-9)	N/A	Daily
Payrolls (See 52.222-8)	1	Weekly
Updates to Construction Schedule (See Section H-4)	4	Monthly with payment request
As-Builts	1	NLT 7 Days prior to submission of Final invoice
Submittals/reports/certifications, etc.	6	Within 120 days after receipt of NTP for each phase. (2 of 6 will be Returned to Contractor)
Subcontracting Report (SF 294) (See FAR 52.219-9)	2	April 30 & October 30 of each Contract Year
Subcontracting Report (SF 295) (See 52.219-9)	2	October 30 of each Contract Year
Capital Asset Report (See H-18)	2	July 1 of each Contract Year
Warranties (See Specs)	2	NLT 7 days prior to submission of Final invoice
O&M Manuals (See Specs)	2	NLT 7 days prior to submission of Final invoice.

F-3 Delivery Instructions

Contract deliverables, except as otherwise directed, shall be forwarded as listed below. The number of copies stated is a minimum. Numbers elsewhere stated shall be provided in lieu of the stated minimum.

One (1) Copy of all items (except payment recommendations) to:

PO - (To be Named after Award)
Food and Drug Administration
5630 Fishers Lane Room 2047
Rockville, MD 20857

CO - Patricia G. Calhoun
Food a Drug Administration
5630 Fishers Lane Room 2057
Rockville, MD 20857

CQM - (To be Named after Award)
Gilbane Building Company
On-Site Quality Control Supervisor

A copy of the Summary Subcontract Report (SF-295), required under FAR 52.219-9 of Section I, Part II, shall be submitted to the Contracting Officer **and** to the following address:

Department of Health and Human Services
Director, Office of Small & Disadvantaged
Business Utilization
200 Independence Avenue, S.W.
Washington, D.C. 20201

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Bonding Requirements

The penal amount of the performance bond shall be 100% of the original contract price. The penal amount of the payment bond shall equal \$2.5 million.

It is required that the successful contractor submit the performance and payment bonds to this office within ten (10) calendar days after award to:

Patricia G. Calhoun
Contracting Officer
Food and Drug Administration
5630 Fishers Lane, Room 2057
Rockville, MD 20857

G-2 Project Officer

The Project Officer responsible for acceptance of work provided hereunder will be designated by separate correspondence after contract award.

G-3 Technical Direction

A. Performance of the work under this contract shall be subject to the technical direction of the Project Officer.

The term "Technical direction" is defined to include the following:

1. Technical directions to the Contractor which shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual scope of work;
 2. Providing information to the Contractor for assistance in the interpretation of drawings, specifications, or technical portions of the work description; and
 3. Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.
- B. Technical direction must be within the general scope of work stated in the contract, the Project Officer does not have the authority to, and may not, issue any technical direction which (1) constitutes an assignment of additional work outside the general scope of the contract; (2) constitutes a change as defined in the contract clause entitled "Changes," (3) in any manner causes an increase or decrease in the contract price; or (4) changes any of the expressed terms, conditions, or specifications of the contract.
- C. All technical directions shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within five (5) working days.
- D. The Contractor shall proceed promptly with the performance of technical direction duly issued by the Project Officer in the manner prescribed by this clause and within his/her authority under the provisions of this clause.
- E. If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in B.(1) through B.(4) above, the Contractor shall not proceed but shall notify the Contracting Officer, in writing, within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor, in writing, that, in his/her opinion, the technical directions are within the scope of this clause and do not constitute a change under the "Changes" clause of this contract. The Contractor shall thereupon proceed immediately with the direction given. Any failure of the parties to agree upon the nature of the instruction or direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the contract clause entitled "Disputes."

G-4 Key Personnel Listing

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. The contract price will not be changed as a result of any approved substitutions of personnel.

KEY PERSONNEL

NAME

POSITION/TITLE

Home Office

Project Director/Executive
- General Contractor

- Primary Subcontractors

On-Site

Project Manager
- General Contractor
- Primary Subcontractors
Chief Engineer
Project Engineer
General Superintendent
QA and Safety Engineer
Craft Superintendents
- Mechanical
- Electrical
- Building Controls
- Architectural Concrete
- Structural Steel
- Curtain Wall
- Laboratory Casework

G-5 Invoice Submission

The Contractor shall submit vouchers or invoices in accordance with the following instructions:

A. In accordance with FAR 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (MAY 1999); and 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (MAY 1999), all payments made under this contract shall be made using electronic funds transfer through the Automated Clearing House (ACH). **The Contractor shall provide the following information to the Food and Drug Administration, Office of Financial Management, Systems Accounting Branch, HFA-120, 5600 Fishers Lane, Rockville, MD 20857 no later than 14 days prior to submission of the first invoice:**

1. Routing transit number of the financial institution receiving payment.
2. Number of account to which funds are to be deposited.
3. Type of depositor account ("C" for checking, "S" for savings).

B. An original and three (3) copies of each invoice shall be submitted to the attention of the designated Contract Specialist at the following address:

Department of Health and Human Services
Food and Drug Administration
Attention: Patricia Calhoun
5630 Fishers Lane
Rm. 2057, HFA-34
Rockville, MD 20857

C. The Contractor shall furnish the following minimum information on the invoice:

1. Contractor's name and invoice date.

2. Contract number or other authorization for delivery of property and/or services.
3. Name, where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
4. Brief description of property and/or services actually delivered or rendered.
5. Shipping and payment terms.
6. Price

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 Definitions

- A. Contracting Officer (CO): See FAR 1.602
- B. Project Officer (PO): The PO is an FDA employee assigned to the project as technical representative of the CO. See also COR above and Section G-12 Technical Direction.
- C. Architect-engineer (A/E): The professional services contractor responsible for design of the project. The A/E may perform other services during the construction phase which are not included in the contract of the CQM, the construction contractor, or other firms associated with the project.
- D. Construction Quality Manager (CQM): The CQM is the contractor selected to assist the FDA by performing construction contract administration support, construction and post construction phase services.
- E. Partnering: A cohesive voluntary partnership of all interested parties participating in a joint effort to accomplish a given task in the most effective and efficient manner possible. The partnership draws on the strengths of each organization in an effort to achieve a quality product done right the first time, within budget, on schedule, and with the Contractor(s) making a fair profit.

The process of partnering involves a one or two day meeting of all interested parties where everyone discusses their plan of operation and goals for the project. The result of the discussions is a written, good-faith agreement that delineates the mutual understanding, mode of operation, and acceptance of the partnership for accomplishment of the task.

H-2 Required Insurance

The provision of Clause 52.228-5, entitled "Insurance-Work on a Government Installation (JAN 1997)" is supplemented to require the following minimum amount of insurance:

- A. Worker's Compensation and Employer's Liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under employer's liability section of the insurance policy, except when contract operations are so co-mingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

- B. General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence is required.
- C. Automobile Liability. The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operating in the United States, its possessions and Puerto Rico shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H-3 Subcontracting and Subcontractors

A. Selection of subcontractors. Unless otherwise specified, the Contractor and each subcontractor shall be free to select their subcontractors. Each subcontractor shall be capable of satisfactorily performing all work included in its subcontract. The Contractor shall submit or require the submission of the following information to the Contracting Officer:

1. The name and address of each subcontractor;
2. A detailed description of the work covered by each subcontractor; and
3. A statement that the subcontractor has adequate resources and is capable of performing the work.

B. Furnish copies of subcontracts. No subcontractor will be allowed to perform any work on the project site until the following condition, in addition to those in Paragraph A. above, have been met by the Contractor:

1. A copy of the subcontract entered into, describing the work to be performed on the project site, has been furnished to the Contracting Officer.
2. The subcontract has included therein certain Paragraphs (a) through (g) of the Equal Opportunity clause contained in this contract.

(These requirements pertain to all subcontracts, no matter what tier of relationship they have to the prime Contractor, except that the Equal Opportunity clause is not required to be included in subcontracts of \$10,000 or less.)

C. Contractor's responsibility for a subcontractor. The Contractor shall be responsible for the acts of all subcontractors and their employees while performing work at the project site, regardless of the subcontractor's contractual relationship to the Contractor. The Contractor shall cause to be removed from the work at the project site any subcontractor or employee thereof whom the Contracting Officer, in writing, finds to be incompetent, careless, or otherwise objectionable. Failure of any subcontractor to complete the work described in its subcontract in a satisfactory manner, or without delay, will not excuse the Contractor from any delay in the completion of the entire contract, except as provided under the clause entitled "Default (Fixed Price Construction)" in Part II, Section I.

H-4 Critical Path Management (CPM) Schedule

Within thirty (30) calendar days of receipt of Notice to Proceed, the Contractor shall submit to the Contracting Officer a proposed CPM schedule for all phases of the contract work, including options, for review and acceptance by the Government. The CPM schedule shall be accepted in writing before any invoices for work performed will be paid by the Government (See H-7. B). The schedule shall be prepared in a time schedule form using **Primavera P3** software package following the outline of the component divisions and subsections of the project specifications. The CPM schedule shall be prepared in sufficient size and detail to clearly indicate:

(1) The proposed sequence of construction including required phasing of work and submissions of shop drawings, samples, and other submittal information. This should include projected submittal approval dates and material delivery dates.

(2) Percentages of the work in each category which is scheduled to be completed on a weekly basis.

An updated CPM schedule shall be submitted each month as the work proceeds, with the request for partial payment where applicable. Updates shall reflect the expected and actual impact of changes in the work vs. the projected status. The updated schedule shall also reflect the changes in the future portion of the schedule necessary to finish the project within the contract completion date.

A two week look-ahead CMP schedule shall be updated on a weekly basis and provided at the weekly progress meetings.

Within thirty (30) days after Notice to Proceed for the Phase II work, the contractor shall update the CPM to revise sequencing, durations, and planning. Review and acceptance by the Government shall be the same as for the initial submission of the CPM at Phase I Notice to Proceed.

H-5 Specifications and Drawings for Construction

In addition to instructions set forth in FAR 52.236-21 (FEB 1997)(referenced in Section I), the following, regarding specifications and drawings, also apply:

1. Also include any samples of material requests with submittals.
2. Submittal data shall be coordinated so that all interdependent component parts and systems of the installation are included in a single coordinated submittal.
3. Submittal data shall be reviewed by the General Contractor for compliance with specification requirements, coordination, etc., prior to submittal and shall be so certified on the submittal by appropriate stamp and/or notation.
4. All submittal data shall be delivered at the Contractor's expense unless otherwise specified. Four (4) copies of submittal data shall be submitted, plus any additional copies which the Contractor wishes returned to him. Submittal data shall be accompanied by a letter of transmittal setting forth:
 - (a) The date
 - (b) The name of the project
 - (c) Appropriate description of submitted items, including reference to specification paragraph, submittal summary sheet item number, etc.
5. The Contractor shall submit a submittal schedule within 30 days after receipt of Notice to Proceed. The schedule shall include all contract submittals, referenced by specification section and paragraph, as well as the date the Contractor will be submitting each submittal.
6. The Contractor shall submit all data and samples required within 120 calendar days of the Notice to Proceed for each funding phase (Base and Option A).
7. Approved samples not destroyed in testing will be sent to the Project Officer at the project. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples. Samples not destroyed in testing or not approved will be

returned to the Contractor at his expense if so requested at time of submission.

8. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. The Government reserves the right to disapprove any material or equipment which previously has proven unsatisfactory in service.

9. Samples of various materials or equipment delivered on the site or in place may be taken by the Project Officer for testing. Samples failing to meet contract requirements will automatically void previous approval of items tested. The Contractor shall replace such materials or equipment to meet contract requirements, or there shall be a proper adjustment of the contract price as determined by the Contracting Officer.

10. The Contractor shall keep on the work site an approved copy of all shop drawings and other submittal data.

11. The Contractor shall submit all Substitution Requests within 30 Days from the Date of Receipt of Notice to Proceed for each Phase of the contract work. See Specification Section 01630 for forms and instructions.

H-6 Project Record Drawings

a. The Contractor shall set aside at the site one set of Contract Drawings to be used as Project Record Drawings (As-Built).

b. The Contractor shall record on the Project Record Drawings all changes to accurately show current as-built conditions. All measurements shall be in metric.

c. The Contractor shall use colored pencils for notes, sketches, cross references to drawing details, etc. Pasted-on-data, sketches, etc., will be accepted provided they do not cover any of the drawing data, manufacturers' names, model numbers, size, rating, etc., of equipment.

d. All data placed on the drawings shall be available for Project Officer review at all times. The completed Project Record Drawings shall be given to the Contracting Officer at the conclusion of the job.

H-7 Payments to Contractors

Progress payments will be made in accordance with the clause entitled "Payments Under Fixed-Price Construction Contracts FAR 52.232-5 (MAY 1997)" in Part II, Section I, supplemented as follows:

A. Within thirty (30) calendar days of receipt of a Notice to Proceed, the Contractor shall prepare a Schedule of Values, acceptable to the Contracting Officer, of the estimated values of each principal category of the work which, when added together, will be used for determining progress payments and shall be in such detail as may be required by the Contracting Officer.

B. Partial payments containing requests for materials on site shall be accompanied by itemized inventory lists with unit prices and supporting invoices showing unit costs of materials on site. No payment shall be made unless and until the Government has reviewed and accepted the Critical Path Management Schedule referenced in Article H-4.

C. After completion of the work, and prior to final payment, the Contractor shall furnish to the Contracting Officer a release of claims against the United States arising out of the Contract, other than claims specifically excepted from the operation of the release.

H-8 Contract Changes

The provisions of the clause entitled "Changes" in Part II, Section I, are supplemented as follows:

- A. All proposals for equitable adjustments due to changes in the work shall be submitted in a lump-sum amount.
- B. With each lump-sum proposal for a change involving either an increase or decrease in the amount of the contract, or an extension or an acceleration of the period of performance, the Contractor shall submit, by separate trades, an itemized breakdown that will include the following:

1. Material quantities and unit prices;
2. Labor costs, by trade;
3. Construction equipment costs;
4. Workmen's Compensation and Public Liability Insurance costs;
5. Overhead costs;
6. Profit;
7. Employment taxes and FICA and FUTA;
8. Any effect of the change on the time required to complete the job; and
9. Any effect on the number of hours of labor required, by trade.

C. When either because of insufficient time to review and negotiate a proposed change or through failure of the parties to reach an agreement, the Government may order the Contractor to proceed, on the basis of a price to be determined later (at the earliest practicable date) which will not be more than the increase or less than the decrease stated in the proceed order.

D. On proposals involving a combination of increases and decreases in the amount of the contract, the overhead, and profit, will be allowed on the net difference between the direct costs of the increases and decreases only.

E. The following rates will apply to the direct costs of all contract modifications, additive and deductive, (excluding modifications to exercise Options):

Field Overhead	<u>to be negotiated</u> %
Prime's Overhead on Subcontractors	<u>to be negotiated</u> %
Prime's Home Office Overhead	<u>to be negotiated</u> %
Prime's Profit	<u>to be negotiated</u> %

Prime's Home Office Overhead will not be considered on a change order unless the change affects the construction schedule. Field overhead will be evaluated as a percent mark-up and not a direct cost to the change proposal. Field overhead costs cover indirect costs incurred on this project that are chargeable only to this contract and include costs incurred at the jobsite incident to performance of the work, such as costs of superintendence, timekeeping, clerical work, engineering, job site supervision, project manager, superintendent, general foreman, small tools, bonds, QC staff, field engineer, secretaries, change order estimators/negotiators and supplemental staff, tool shed keeper, temporary facilities, contractor's office, utilities, storage sheds, supplies, office supplies, temporary protection and/or maintenance, dust control, noise control, winter protection, barricades (rented), haul road, clean-up, progress reports, equipment, superintendent's truck, truck for clean-up, and fringe benefits for supervisory and administrative personnel.

H-9 Advance Understandings

- A. No contract for the construction of this project shall be awarded to the firm, its subsidiaries or affiliates, selected to perform the construction quality management services or to the A-E design firm providing design/post design services for this project.

- B. The government shall provide the facilities and facilitator for the partnering sessions.
- C. The scheduling software to be used for this project shall be Primavera P3.
- D. The website base project control system to be used for this project shall be Meridian's Prolog 5.1. The contractor shall keep the system current and update the system on a daily basis. Information required includes, but is not limited to, the following: Date; Project Identification; Weather Conditions; Manpower status on each type of work; Overtime worked and planned; work progress; environmental problems and corrections; copies of delivery tickets; special events such as inspections, equipment start-up, testing, etc. The contractor is responsible for all licensing fees.
- E. Progress Meetings shall be scheduled on a regular and special basis as required by progress of the work. Meetings shall be held with the CQM and others on no less than a weekly basis. Location of the meetings shall be designated by the Project Officer. Attendees shall include: A/E Representative(s) ; CQM Representative(s) ; Project Officer; Contracting Officer; Contractor's Project Manager, General Superintendent, Others determined by the Contractor or Government to be necessary or prudent.
- F. Re-design costs incurred due to the use of 'or Equal' products (See I-6) are the sole responsibility of the construction contractor.

H-10 Smoke-Free Environment

The Department of Health and Human Services is the Federal Government's principal agency for furthering the health of Americans and providing them with essential human services. The health risks of smoking and exposure to smoke are clearly documented by reports of the Surgeon General. It is essential that the Department, in the accomplishment of its mission, provide a smoke-free environment in all HHS owned and leased building space.

It is, therefore the Department's policy to establish a smoke-free environment in all HHS building space. All HHS owned and leased building space is designated as no-smoking areas. This policy applies to Government employees as well as Contractor employees who are assigned to work at HHS owned or leased building space. Once the building is enclosed no smoking will be permitted inside the building.

H-11 Contractor Performance Information

The Federal Acquisition Regulation at 42.15 requires that agencies shall evaluate the performance at the time the work under the contract is completed. It further provides that interim evaluations should be prepared to provide current information for source selection purposes, for contracts with a period of performance, including options, exceeding one year. Accordingly, the contractor shall be evaluated in accordance with Standard Form 1420 attached in Section J of this solicitation/contract. For those contracts with a period of performance in excess of one year, interim assessments will be made using the form so specified. The contractor will be advised of all interim assessments and be allowed to respond/correct any discrepancies identified. Final performance evaluations will be provided the contractor within 30 working days after contract expiration. The contractor shall have 30 days from receipt of the evaluation to submit comments, rebutting statements, or additional information.

Disagreements among the parties regarding the evaluation shall be resolved at a level above the cognizant contracting officer. The ultimate conclusion on the performance evaluation is a decision of this contracting agency. Copies of the evaluation, contractor response, and review comments, if any, will be retained as part of the evaluation. These evaluations may be used to support future award decisions and are thus marked "Source Selection Information."

Past performance information will not be retained to provide source selection information for longer than three years after completion of contract performance

H.12 352.270-1 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities. (APR 1984)

The Contractor agrees as follows:

(a) Planning. The Contractor will develop a plan to assure that any meeting, conference, or seminar held pursuant to this contract will meet or exceed the minimum accessibility standards set forth below. This plan shall include a provision for ascertaining the number and types of disabled individuals planning to attend the meeting, conference, or seminar. The plan shall be submitted to the project officer for approval prior to initiating action. (A consolidated or master plan for contracts requiring numerous meetings, conferences, or seminars may be submitted in lieu of separate plans.)

(b) Facilities. Any facility to be utilized for meetings, conferences, or seminars in performance of this contract shall be accessible to persons with disabilities. The Contractor shall determine, by an on-site inspection if necessary, that the following minimum accessibility requirements are met, or suitable modifications are made to meet these requirements, before the meeting:

(1) Parking.

(i) Where parking is available on or adjacent to the site, one 12' wide space must be set aside for the care of each mobility impaired attendee. The space need not be permanently striped but may be temporarily marked by signs, ropes, or other means satisfactory to carry out this provision.

(ii) Where parking is not available on or adjacent to the site, valet parking or other alternative means to assist a person who has a mobility impairment may be used. Alternate means must be satisfactory in the judgment of the Government project officer.

(2) Entrances.

(i) "Entrances" shall include at least one accessible entrance from the street/sidewalk level, and at least one accessible entrance from any available parking facility.

(ii) The entrance shall be level or accessible by ramp with an incline that allows independent negotiation by a person in a wheelchair. In general, the slope of the incline shall be no more than 1" rise per foot of ramp length (1:12).

(iii) Entrance doorways shall be at least 30" in clear width and capable of operation by persons with disabilities. Revolving doors, regardless of foldback capability, will not meet this requirement.

(3) Meeting Rooms.

(i) Meeting room access from the main entrance area must be level or at an independently negotiable incline (approximately 1:12) and/or served by elevators from the main entrance level. All elevators shall be capable of accommodating a wheelchair 29" wide by 45" long.

(ii) Meeting rooms shall be on one level or, if on different levels, capable of being reached by elevators or by ramps that can be independently negotiated by a person in a wheelchair. Doorways to all meeting rooms shall be at least 30" in clear width.

(iii) The interior of the meeting room shall be on one level or ramped so as to be independently negotiable for a person in a wheelchair.

(iv) Stages, speaker platforms, etc. which are to be used by persons in wheelchairs must be accessible by ramps or lifts. When used, the ramps may not necessarily be independently negotiable if space does not permit. However, any slope over 1:12 must be approved by the project officer. Each case is to be judged on its own merits.

(v) If a meeting room with fixed seating is utilized, seating arrangements for persons in wheelchairs shall be made so that these persons are incorporated into the group rather than isolated on the perimeter of the group.

(4) Restrooms.

(i) Restrooms shall have level access, signs indicating accessibility, and doorways at least 30" in clear width.

(ii) Sufficient turning space within restrooms shall be provided for independent use by a person in a wheelchair 29" wide by 45" long. A space 60" by 60" or 63" by 56" of unobstructed floor space as measured 12" above the floor is acceptable by standard; other layouts will be accepted if it can be demonstrated that they are usable as indicated.

(iii) There will be a restroom for each sex or a unisex restroom with at least one toilet stall capable of accommodating a wheelchair 29" wide by 45" long (by standard, the minimum is 3'-0" by 4'-8") with out-swinging doors or privacy curtains. Wall mounted grab bars are required.

(iv) When separate restrooms have been set up for mobility impaired persons, they shall be located adjacent to the regular restrooms and shall be fully accessible.

(5) Eating Facilities.

(i) Eating facilities in the meeting facility must be accessible under the same general guidelines as are applied to meeting rooms.

(ii) If the eating facility is a cafeteria, the food service area (cafeteria line) must allow sufficient room for independent wheelchair movement and accessibility to food for persons in wheelchairs, and cafeteria staff shall be available to assist disabled persons.

(6) Overnight Facilities. If overnight accommodations are required:

(i) Sufficient accessible guest rooms to accommodate each attendee who is disabled shall be located in the facility where the meeting, conference, or seminar is held, or in a facility housing the attendees which is conveniently located nearby, whichever is satisfactory to the project officer.

(ii) Overnight facilities shall provide for the same minimum accessibility requirements as the facility utilized for the meeting, conference, or seminar. In addition, guest room access from the main entrance area shall be level, ramped at an independently negotiable incline (1:12), and/or served by elevators capable of accommodating a wheelchair 29" wide by 45" long.

(iii) Doorways to guest rooms, including the doorway to the bathroom, shall be at least 30" in clear width.

(iv) Bathrooms shall have wall mounted grab bars at the tub and water closet.

(v) Guest rooms for persons with a disability shall be provided at the same rate as a guest room for other attendees.

(7) Water Fountains. Water fountains shall be accessible to disabled persons, or have cup dispensers for use by persons in wheelchairs.

(c) Provisions of Services for Sensory Impaired Attendees.

(1) The Contractor, in planning the meeting, conference, or seminar, shall include in all announcements and other materials pertaining to the meeting, conference, or seminar a notice indicating that services will be made available to sensory impaired persons attending the meeting, if requested within five (5) days of the date of the meeting, conference, or seminar. The announcement(s) and other material(s) shall indicate that sensory impaired persons may contact a specific person(s), at a specific address and phone number(s), to make their service requirements known. The phone number(s) shall include a teletype number for the hearing impaired.

(2) The Contractor shall provide, at no cost to the individual, those services required by persons with sensory impairments to insure their complete participation in the meeting, conference, or seminar.

(3) As a minimum, when requested in advance, the Contractor shall provide the following services:

(i) For hearing impaired persons, qualified interpreters. Provisions will also be made for volume controlled phone lines and, if necessary, transportation to local teletype equipment to enable hearing impaired individuals to receive and send meeting related calls. If local teletype equipment is not available, the Contractor shall provide on site teletype equipment. Also, the meeting rooms will be adequately illuminated so signing by interpreters can be easily seen.

(ii) For vision impaired persons, readers and/or cassette materials, as necessary, to enable full participation. Also, meeting rooms will be adequately illuminated.

(iii) Agenda and other conference material(s) shall be translated into a usable form for the visually and hearing impaired. Readers, Braille translations, and/or tape recordings are all acceptable. These materials shall be available to sensory impaired individuals upon their arrival.

(4) The Contractor is responsible for making every effort to ascertain the number of sensory impaired individuals who plan to attend the meeting, conference, or seminar. However, if it can be determined that there will be no sensory impaired person (deaf and/or blind) in attendance, the provision of those services under paragraph (c) for the nonrepresented group, or groups, is not required.

H.13 352.223-70 PHS Safety and Health (APR 1984)

(a) In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to all property; and for avoidance of work interruptions in the performance of the contract; the Contractor will comply with the codes, standards, and criteria defined in the specifications.

Further, the Contractor shall take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary; *Provided*, that, if compliance with such additional safety measures results in a material increase in the cost or time of performance of the contract, an equitable adjustment will be made in accordance with the clause of this contract entitled "Changes."

(b) Prior to commencement of work, the Contractor will submit in writing its plan for complying with the safety and health provisions of this contracts, and will meet with the Contracting Officer or his/her designated representative to discuss and develop a mutual understanding relative to administration of the overall safety program.

(c) During the performance of work under this contract, the Contractor shall comply with all procedures prescribed by the Contracting Officer for the control and safety of persons visiting the job site and will comply with such requirements to prevent accidents as may be prescribed by the Contracting Officer.

(d) The Contractor will maintain an accurate record of, and report to the Contracting Officer in such manner as the Contracting Officer may prescribe, all accidents and incidents resulting in death, traumatic injury, occupational disease, and/or damage to all property incident to work performed under the contract.

(e) The Contracting Officer shall notify (if otherwise, confirm in writing) the Contractor of any noncompliance with the provisions of this clause and corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action. (Such notice, when delivered to the Contractor or its representative at the site of the work, shall be deemed sufficient for the purpose). If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or

part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be the subject of claim for extension of time or for costs or damages by the Contractor.

(f) The Contractor shall insert the substance of this clause in each subcontract involving the use of hazardous materials or operations. Compliance with the provisions of this clause by subcontractors will be the responsibility of the Contractor.

H.14 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
11.9	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is City of Irvine, County of Orange, State of California.

H-15 52.236-1 Performance of Work by the Contractor (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twelve (12) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

H-16 52.211-12 Liquidated Damages - Construction (APR 1984) Alternate I (Apr 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages the sum of \$ 6,100.00 for each day of delay for Phase I (Base - Core and Shell) and \$6,228.00 for each day of delay for Phase II (Option A Fitout).

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

H-17 Miscellaneous Operating Conditions

A. General

Contractors (including subcontractors), their officials, employees, and all other persons visiting or conducting business at any Food and Drug Administration facility or construction site in connection with contract work shall conform to these requirements and those of Federal Property Management Regulation (FPMR) 41 CFR 101-20.3, Conduct on Federal Property, as a condition of being permitted to enter on the property and as part of the contract. The Prime Contractor shall be responsible for the enforcement of these requirements by its subcontractors.

Before work is started, the Contractor shall furnish to the Contracting Officer and Project Officer, the name of the principal responsible official for the contract plus at least one alternate, with their home addresses and phone numbers, who may be contacted in case of emergencies occurring outside the regular hours of work. Similar information shall be furnished concerning all subcontractors.

B. Hours to Work

The Contractor will be permitted to work on the job at the FDA during the regular hours 7:00 a.m. to 4:00 p.m., Monday through Friday, except for the following holidays (some are observed on preceding Friday or following Monday when they occur on Saturday or Sunday):

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Work at any other time including holidays must be scheduled and requested in advance, approved in writing by the Project Officer and the schedule delivered to the Project Officer prior to starting work. Tie-ins and shut-downs to existing utilities and services shall be coordinated with local officials having jurisdiction.

C. Material Delivery, Storage Areas and Debris Removal

1. Material Delivery. Contractors shall arrange for the deliveries of supplies or materials and equipment to the work site or designated storage areas via previously approved routes. Wherever practicable, deliveries shall be made during the regular FDA working hours (unless prior approval is obtained from the Project Officer) and only when the Contractor's Representative is available to receive them.
2. Storage of Materials. There is no space available in FDA buildings for the storage of materials and equipment. The Contractor shall be responsible for storing all of the long-lead-time materials and equipment off the site, and at its expense, during the material and equipment assembly period, and as required by the limitations of its contract area, after on-site construction begins. Corridors and other public areas must be kept clear at all times. Materials stored at locations not authorized by the Project Officer are subject to be hauled away by the Government or having the Contractor's progress payments delayed.
3. Debris Removal. Removed materials, which are designated in the specifications or drawings as contractor's property, or debris shall be promptly removed from the job site and the FDA facility. Storage and/or collection of debris inside or outside buildings will not be permitted. Contractors shall remove all debris and other material with their own carts, containers, and/or refuse disposal facilities. Government facilities may not be used for this purpose. All interior areas of existing buildings shall be left clean on a daily basis. When debris must be removed from buildings outside normal FDA work hours, it must be scheduled for a designated time in advance (the same as for material deliveries).

D. Safety and Accident Prevention

1. Contractors working at FDA facilities shall be responsible for compliance with all applicable safety regulations and standards issued under the provisions of the Williams/Steiger Occupational Safety and Health Activities (OSHA) and other applicable regulations issued by state, county, or local authorities. Any deviations from the OSHA regulations will require a variance from the OSHA authorities prior to initiating the change.
2. Contractors shall safeguard the work site and perform all operations in such manner as to insure that their employees, Government personnel, and others who may gain access to the site will not be endangered.
3. Contractors shall provide illuminated barricades, flags, warning signs, and lighting at excavations, open manholes, damaged roads, or walks, and any interior danger areas, other open or broken surfaces, resulting from the Contractor's operations. Similar barriers and warning devices shall be provided by the Contractor to limit access to hazardous work areas, such as pavement-breaking operations and overhead work that requires the use of cranes, ladders, or scaffolds.
4. Explosives shall not be brought on FDA property without permission from the Project Officer and local Fire Department Officials. Contractors shall obtain a written permit for the use of explosives at least five (5) days prior to the actual date of use and provide a copy to the Project Officer. For blasting operations, the Contractor shall provide personnel, flags, signs, barricades, and other appropriate means of adequate warning.
5. Where work requires entrance into a room posted as a "Restricted Area," which might present danger to Contractor's personnel in the form of pathogenic, radioactive, or chemical agents, the contractor shall request instruction from the Project Officer as to required protective measures, and shall abide by such instructions.
6. The Prime Contractor shall be responsible for the enforcement of these safety rules by its subcontractors. Questions concerning safety shall be submitted to the Project Officer for clarification by the Safety Office. The Safety Office has the authority at any time to enter a contractor's construction site, in conjunction with the Project Officer, after first contacting the Construction Foreman, for the purpose of conducting a safety survey.
7. A contractor working on FDA Property is required to promptly report any accident suffered by its employees to the Project Officer.

E. Fire Prevention

1. Contractors shall instruct their employees to immediately report any fire to the local fire department even if it has been extinguished, and notify the Project Officer.
2. Contractors are responsible for promptly recharging any self-owned fire extinguisher that has been used.
3. Construction trailers, sheds or temporary storage buildings shall not be moved to, or erected on, FDA Property without written approval, including inspection by the Project Officer, as to location of the structure and method of heating and lighting. They must be located within the Contractor's assigned area and are generally restricted to large projects. Contractor's temporary buildings shall be located a minimum of 40 feet from FDA building.
4. The installation of above-ground or underground tanks for fueling the Contractor's equipment must be approved by the FDA Project Officer.
5. Contractors shall not make connection to or use fire hydrants, stand pipe risers, fire warning, or FDA fire alarm systems without prior approval of the Project Officer. In the event of actual or anticipated emergencies, the Fire Department may discontinue the use by contractors of water from fire hydrants or stand pipe risers without advance notice.
6. Surges in water pressure frequently trip sprinkler alarm valves, and electric power switching surges affect the fire

alarm system. Therefore, contractors shall not open valves to new water lines or switch large electric loads on or off without prior notice to the FDA Project Officer.

7. The Contractor shall obtain a Hazardous Work Permit from the Project Officer for any work involving heating, soldering, brazing, gas or electric welding, flame-cutting, tar kettles, salamanders, or other flame or heat-producing devices, both inside and outside buildings. The permit shall be conspicuously posted at the work site.

8. The Contractor shall provide fire extinguishers, fire blankets and fire watch personnel as required by the Hazardous Work Permit.

9. Accumulation of combustible waste materials and rubbish is prohibited. Such trash shall be removed promptly by the Contractor. Burning of waste material and rubbish is not permitted on the FDA Property.

10. The bulk storage of combustible and flammable building materials in corridors, cross-corridor intersections, stairwells, lobbies, and mechanical rooms is prohibited.

11. The nightly storage of oil painting materials and supplies in corridors, cross-corridor intersections, stairwells, lobbies, and mechanical rooms is prohibited. Such materials shall be kept in locked and ventilated rooms or removed from the building each night.

12. The use of equipment fueled by petroleum products (propane, gasoline, fuel oil, etc.) inside the building is prohibited unless approved by the Project Officer. If approved, storage of flammable liquids in a building will be limited to the fuel tank capacity of such equipment.

F. Security

1. Contractors shall be responsible for security of their property and material from theft and vandalism.

2. The Government does not accept responsibility for loss or damage to any property or work it has not accepted.

3. Contractors shall be responsible for excluding all but authorized persons from their work sites.

4. Contractors and their employees shall immediately report any known violations of law or regulations, or the discovery of unaccountable property, either private or Government-owned, to the Project Officer .

5. Conduct on Federal Property: Contractors are advised that operating a motor vehicle when entering upon or while on FDA property by a person under the influence of alcoholic beverages, narcotic drugs, including hallucinogens, marijuana, barbiturates or amphetamines, is prohibited. Entering upon the property, or while on the property, under the influence of, or using, or possessing any narcotic drug is prohibited. Such prohibition shall not apply in cases where the drug has been prescribed by a physician. Entering upon the property, or being on the property, under the influence of alcoholic beverages is prohibited.

G. Motor Vehicles and Parking Regulations

1. All persons driving motor vehicles on FDA Property in connection with contractor business, including the driving of employees' personal vehicles, shall abide by the Conduct of Persons and Traffic on Certain Federal Enclaves, dated July 21, 1980, as a condition of being permitted to enter the property and as part of the contract.

2. Employees of contractors shall park in areas designated by the Project Officer. Vehicles parked in other than designated areas are subject to towing at the owners expense. When contractor trucks are to be parked adjacent to a building for loading or unloading materials for a period longer than just a routine delivery, approval must be obtained from the Project Officer. During the course of a construction job, as space needed for truck parking changes, the

Contractor shall inform the Project Officer.

3. Contractors and subcontractors shall use only truck routes designated by the Project Officer or Building Manager for deliveries of material and other contract operations. Designation of truck routes on-site shall be requested and approved before the start of construction. Contractors shall be responsible for notifying all suppliers to make deliveries via the designated routes.

4. Vehicles operated on the property in connection with contract work shall be loaded so as to minimize spillage of dirt, gravel, and other debris. The Contractor shall remove inadvertent spillage of nails, construction materials, scrap, etc., immediately. Dirt and gravel spillage or accumulations shall be removed as soon as practicable and as satisfactory to the Project Officer, but in every case it shall be removed no later than the end of each workday.

5. The driver of any vehicle involved in an accident on the FDA Property shall stop and render aid as required. The accident shall be reported as soon as possible in person or by telephone to the Project Officer. Drivers of the vehicles involved shall remain until released, and shall furnish such reports of the accident as required.

6. When closing of roads or lots is necessary for a contractor to perform work, notify the Project Officer at least five (5) working days in advance. Once approval is granted, contractors shall provide their own barricades and cones and block off the area.

H. Grounds, Roads, and Walkways

1. Contractors shall perform their work in such a manner as to cause minimum damage to roads, walkways, and plantings, including lawns, shrubs, and trees. Any damaged items not specifically designated in the contract specifications for demolition, removal or alteration shall be restored to original condition or replaced, as satisfactory to the Contracting Officer. Ground areas disturbed during construction shall be landscaped and planted to original condition as promptly as possible. During the progress of the contract the Contractor shall, within the construction area, protect and maintain all plant material including lawns and temporary ground cover by mowing, spraying, watering, etc., sufficient to provide a level of maintenance conforming to that of other areas of the Property, and at no time shall weeds or undesirable grasses be allowed to seed.

2. Contractors shall not create obstruction to the flow of traffic, including temporary reductions in horizontal or vertical clearances, except in accordance with schedules and by such means satisfactory to the Project Officer .

I. Sanitation

1. Contractors shall maintain their working areas free from food debris and wrappers. Contractors shall provide covered trash containers in the number and type approved by the Project Officer, and shall be responsible for the sanitary collection and prompt removal of trash in these containers from the FDA Property.

2. All temporary toilets used by the Contractor must be approved as to number, location, and construction by the Project Officer. The Contractor will make arrangements to secure this approval.

3. The Project Officer or Contracting Officer will periodically inspect the site for the presence of insects and rodents. If a problem related to contractor activities is found, FDA authorities will institute action to eradicate the infestation, back-charging the Contractor for this service.

H-18 Capital Asset Project Reporting

The contractor shall provide an annual financial and work variance report on July 1 of each contract year that provides

performance deviation information. This information would be derived as a function of project schedule information that is typically collected in FDA contracts. The report shall be presented both in narrative and graphical form.

Definitions:

1. Budget for scheduled work (BSW): Budgets assigned to scheduled work elements (work breakdown structure);
2. Budget for performed work (BPW): Budget values (from BSW) credited to project as work elements are fully or partially completed (earned values); e.g., completed work elements receive 100 percent of budgets assigned to those elements; partial compilations received 25 percent, 50 percent or 75 percent of assigned budgets as appropriate;
3. Cost of performed work (CPW): Actual costs incurred for scheduled work elements of the project;
4. Financial deviation (CPW-BSW): Difference between incurred costs and assigned budgets for scheduled work elements;
5. Work deviation 9BPW-BSW): Difference between budgets credited for completed work and budgets assigned to scheduled work.

Financial Variance: $CPW - BSW =$ _____

Financial Index: $CPW/BSW =$ _____

Work Variance: $BPW/BSW =$ _____

Work Index: $BPW/BSW =$ _____

H-19 Limitation of Government's Obligation

Sufficient funds are not presently available to cover the total cost of the complete multiple year project. It is the Government's intention to fund the complete project over two fiscal years. Initial funds will be obligated under the contract to cover the first phase of performance or the base services. Additional funds are intended to be allotted to the contract by exercising Option A in a formal contract modification to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full price and performance period, the Government will not be obligated to reimburse the Contractor for obligations incurred in excess of the periodic allotments nor will the Contractor be obligated to perform in excess of the amount allotted.

H-20 Preconstruction Conference and Partnering Sessions

Within 14 days after contract award, the Contractor and its primary subcontractors shall participate in a preconstruction conference conducted by the Government. The purpose of the conference will be to cover labor standards, highlight special aspects of the project, establish lines of communication, and to establish coordination for this project.

In order to most effectively accomplish this Contract, the Government intends to form a cohesive partnership with the Contractor, its primary subcontractors, the A/E design firm, and construction quality management contractor. The partnership will strive to draw on the strengths of each organization in an effort to achieve a quality product done right the first time, within budget, on schedule; and with the contractors making a fair profit. In conjunction with the preconstruction conference, a two-day workshop will be held at the FDA's District Office, Irvine, California for the purpose of partnering sessions. The facilitator and facilities for the sessions will be provided by the Government. Each participant will be responsible for their own travel and lodging expenses, per diem, mileage, car rental, and all other expenses associated with attendance at these sessions.

The following contractor personnel are required to participate in the partnering session.

General Contractor

Primary Subcontractors

Home Office - Project Director/Executive

On-Site - Project Manager
General Superintendent

Home Office - Project Director/Executive

On-Site - Project Manager
Craft Superintendents

PART II - SECTION I- CONTRACT CLAUSES
Contract Clauses for a Negotiated Fixed-Price Construction Contract

I-1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.ARNET.gov/far/

FAR		
Clause No.	Title	Date
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	APR 1984
52.215-2	Audit and Records - Negotiation	JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 1999

52.219-9	Small Business Subcontracting Plan	OCT 1999
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	JUL 1995
52.222-6	Davis-Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination - Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JAN 1999
52.223-3	Hazardous Material Identification and Material Safety Data Alternate I (July 1995)	JAN 1997
52.223-6	Drug-Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.225-5	Buy American Act - Construction Materials	JUN 1997
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2000
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity - Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance--Work on a Government Installation	JAN 1997
52.228-11	Pledge of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-15	Performance and Payment Bonds - Construction	SEPT 1996
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984
52.232-5	Payments Under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	JUN 1997
52.232-33	Payment by Electronic Funds transfer – Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984

52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.246-21	Warranty of Construction (Alternate I) (APR 1984)	MAR 1994
52.248-3	Value Engineering - Construction	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Alternate I) (SEPT 1996)	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

Department of Health and Human Services Acquisition Regulations (HHSAR) (48 CFR Chapter 3) Clauses

352.202-1	Definitions	APR 1984
352.270-4	Pricing of Adjustments	APR 1984
352.270-6	Publication & Publicity	JUL 1991
352.270-7	Paperwork Reduction Act	APR 1984

Public Health Service Acquisition Regulations Clauses

352.223-71	Safety and Health - Construction	APR 1984
352.232-70	Additional Payment Provision	APR 1984

I-2 52.217-9 Option to Extend the Term of the Contract (NOV 1999)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the

last day of the term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 730 calendar days.

(d) In the event that the contract service is extended in accordance with Paragraph A, immediately above, the Contractor shall continue performance in accordance with Section C - Specification/Scope of Work.

I-3 352.232-9 Withholding of Contract Payments (APR 1984)

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clause entitled "Excusable Delays" or "Default", as applicable. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

I-4 52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-5 52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark., Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan., Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda., Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

"Designated country construction" material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material means a construction material other than a domestic construction material.

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

----NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1:

Foreign construction material....

Domestic construction material...

Item 2:

Foreign construction material....

Domestic construction material...

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

\1\Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

I-6 52.211-6 Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as 'brand name or equal,' the purchase description reflects the characteristics and level of quality that will satisfy the government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must -

- (1) Meet the salient physical, functional, or performance characteristic specified in in this solicitation;
- (2) Clearly identify the item by -
 - (i) Brand name, if any; and
 - (ii) Make or model number;
- (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

I-7 52.228-1 Bid Guarantee (Sep 1996) - Modified per FAR 28.101-2 for a Negotiated Contract

(a) Failure to furnish a proposal guarantee in the proper form and amount, by the time set for proposal submission, may be cause for rejection of the offer.

(b) The offeror shall furnish a proposal guarantee in the form of a firm commitment, e.g. bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, or irrevocable letter of credit. The Contracting Officer will, upon written request, return proposal guarantees, other than bid bonds -

- (1) To unsuccessful offerors as soon as practicable after the time set for proposal submission; and
- (2) To the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(c) The amount of the proposal guarantee shall be 20% of the offer price or \$3,000,000, whichever is less.

(d) Noncompliance with the solicitation requirements stated herein for a proposal guarantee requires rejection of an initial proposal as unacceptable, if a determination is made to award the contract based on initial proposals without discussion, except in the situations described in paragraph (c) of FAR 28.101.4 when noncompliance shall be waived. If the conditions for awarding based on initial proposals are not met, deficiencies in proposal guarantees submitted by offerors determined to be in the competitive range shall be addressed during discussions and the offeror shall be given an opportunity to correct the deficiency.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

The following attachments are incorporated into this solicitation/contract:

- J-1 Project Specifications – Two (2) Volumes - Dated June 21, 1999
- J-2 Project Drawings - Two (2) Volumes - Dated June 21, 1999
- J-3 U.S. Department of Labor General Wage Decision Number CA000035 Dated 4/28/00
- J-4 Not Used
- J-5 Not Used
- J-6 Interim Performance Evaluation Format
- J-7 Standard Form 1420 - Performance Evaluation - Construction Contracts
- J-8 Standard Form 1413 - Statement and Acknowledgement
- J-9 Model Subcontracting Plan
- J-10 Sample Client Authorization Letter
- J-11 Business Management Past Performance Questionnaire
- J-12 Standard Form 25 - Performance Bond
- J-13 Standard Form 25-A- Payment Bond
- J-13 Standard Form LLL - Disclosure of Lobbying Activities
- J-15 Price Proposal Worksheets
- J-16 Question Form

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Representations and Certifications

To Be Completed by the Offeror/Bidder: (The Representations and Certifications must be executed by an individual authorized to bind the offeror/bidder.)

The offeror/bidder makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks {as indicated by a _____} on the following pages.

Solicitation No.

Name of Offeror/Bidder

Signature of Authorized Individual

Typed Name of Authorized Individual

Date

NOTE: The penalty for making false statements in offers or bids is prescribed in 18 U.S.C. 1001.

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.ARNET.gov/far/

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
(APR 1991)

52.236-28 Preparation of Proposals-Construction (OCT 1997)

52.203-2 Certificate of Independent Price Determination (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and

6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

52.204-5 Women-Owned Business(Other Than Small Business) (May 1999)

(a) Definition. "Women-owned business concern," as used in this provision , means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is

owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business program Representations, of this solicitation.] The offeror represents that it ___ is a women-owned business concern.

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition

to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.219-1 Small Business Program Representations (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1542.

(2) The small business size standard is 17M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JAN 1997)

(a) Definition.

Emerging small business as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it _____ is, _____ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
____ 50 or fewer	____ \$1 million or less
____ 51 - 100	____ \$1,000,001 - \$2 million
____ 101 - 250	____ \$2,000,002 - \$3.5 million
____ 251 - 500	____ \$3,500,001 - \$5 million
____ 501 - 750	____ \$5,000,001 - \$10 million
____ 751 - 1,000	____ \$10,000,001 - \$17 million
____ Over 1,000	____ Over \$17 million

52.222-21 Prohibition of Segregated Facilities (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.223-13 Certification of Toxic Chemical Release Reporting (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 110232) and section 607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA: or

(2)None of its owned or operated facilities to be use din the performance of this contract is subject to the Form R filing and reporting requirements because each facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11203(c);

___ (ii) The facility does not have 10 or more full time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 373.27, provided an appropriate certification form has been filed with EPA):

___(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands or any other territory or possession over which the United States has jurisdiction.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

NOTICE: No contract for construction services for this project shall be awarded to the firm, its subsidiaries or affiliates, selected to perform construction quality management services or design services for this project.

L - 1. Proposal Instructions

A. General Instructions

Your proposal must be prepared in accordance with the General Instructions, Miscellaneous Proposal Instructions, Minimum Mandatory Requirements Instructions, Technical/Management Proposal Instructions, Past Performance Proposal Instructions, Pricing Proposal Instructions, and the Statement of Work contained in Part I, Section C of the request for proposals. If you have a basic agreement with the Department, and it is applicable to the type of contract to be awarded, the resultant contract will incorporate the basic agreement by reference.

The following instructions establish the acceptable minimum requirements for the format and content of proposals. Special attention is directed to the requirements for minimum mandatory requirements, technical/management, pricing, and past performance proposals to be submitted in accordance with these instructions.

Offerors are referred to FAR Clause 52.215-1, Instructions to Offerors - Competitive Acquisition, for general instructions on: submission, modification, revision, and withdrawal of proposals; late proposals and revisions; offer expiration date; restrictions on disclosure and use of data; and contract award.

The penalty for making false statements in offers is prescribed in 18 USC 1001.

Note: Offerors are hereby advised that the Government will acquire the right to use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all subject data required to be delivered under any contract resulting from this solicitation.

Offerors proposing to use a joint venture arrangement must address the submission requirements below as they apply to each firm included in the proposed joint venture.

Proposals shall be in five parts: a "Miscellaneous Proposal," "Minimum Mandatory Requirements Proposal," a "Technical/Management Proposal", a "Past Performance Proposal" and a "Pricing Proposal". Each of the parts shall be separately bound and complete in itself so that evaluations may be accomplished independently and concurrently.

All documents required for responding to this RFP should be placed in the following order and furnished in the number of copies stated when submitting proposals. A cover letter (maximum of two (2) double-sided 8 1/2 x 11 pages) may accompany the proposal setting forth any information the offeror wishes to bring to the attention of the Government.

Volume I - Miscellaneous Proposal Information - 1 Copy (Original Signatures)

- Standard Form 1442 (Pages 1 and 2 of the solicitation package, completed and signed)
- Representations and Certifications (Section K)
- Standard Form LLL
- Proposal Guarantee (See Item I-8)
- Subcontracting Plan (Required at and only if included in competitive range.)

Volume II - Minimum Mandatory Requirements – 5 Copies

- General Contractor's Project Experience Data
- General Contractor's Key Personnel Qualification Data and Resumes

Volume III - Technical/Management Proposal - 10 Copies

- Letters of Commitment
- Data required to address the requirements of each of the technical/management evaluation factors.

Volume IV - Past Performance - 10 Copies

- Completed Project Lists
- Reference Information and Questionnaires
- Client Authorization Letters
- Project Information

Volume V - Pricing Proposal - 10 Copies

- Completed Section B-2 - Compensation - Fixed Price (Pages 4 and 5) of the solicitation package
- Completed "Price Proposal Worksheets" (Attachment J-15) for Prime and each subcontractor with supporting information to substantiate proposed pricing as well as rates for Field Overhead, Prime's Overhead on Subcontractors, Prime's Home Office Overhead, Prime's Profit
- Financial Capacity Statement
- Purchase Descriptions for Brand Name or Equal Items or Components

Supporting information to substantiate proposed costs and rates will be required of those firms determined to be in the competitive range. This shall include letters of commitment from subcontractors with the subcontractor's proposed price and breakdowns by labor categories, by materials, etc.

B. Volume I - Miscellaneous Proposal Instructions

The proposal shall consist of **completed and signed** Standard Form 1442, "Solicitation, Offer, and Award (Construction, Alteration, or Repair)", Section K - Representations and Certifications, Standard Form LLL, and the proposal guarantee. The Representations and Certifications (Section K) are required by public law, procurement regulations, or procurement policy. One (1) copy of the Representations and Certifications must be completed and returned as part of this proposal.

Your attention is directed to FAR Clause 52.219-9 Small Business Subcontracting Plan (JAN 1999) in Section I. A subcontracting plan is part of this contract. Prospective large business contractors determined to be in the competitive range for negotiation shall be required to submit subcontracting plans. See Attachment J-9 for a copy of the plan.

C. Volume II - Minimum Mandatory Requirements Instructions

This volume shall consist of complete information necessary to demonstrate that your firm fully meets the following minimum mandatory requirements. Offerors which DO NOT demonstrate that they meet these minimum mandatory requirements will be ineligible for award, and proposals submitted by these offerors will not be further evaluated.

This evaluation shall be subjective and based upon the content, completeness, and thoroughness of the data submitted. In order to be evaluated, firms must fully meet all of the following minimum mandatory requirements:

1. Offerors must demonstrate in writing the firm's organizational experience as a General Construction (GC) Contractor responsible for at least three (3) new construction projects within the past ten (10) years which are similar in size, type (chemistry and/or biological laboratory/hospital/medical research), and technical complexity to the project in this solicitation. The projects shall meet all of the following requirements:
 - (a) Construction was for a new building including site work, structural, electrical, mechanical, plumbing, architectural, and fire protection systems;
 - (b) At a minimum, one of the projects must be completed and two (2) of the three projects must be at least 75% completed at time of proposal submission; and
 - (c) The projects included not less than 4,645 GSM (50,000 gross square feet) of laboratory (chemistry and/or biological laboratory/hospital/medical research) space.

The Offeror shall submit Data and Information for each project presented, in accordance with the following:

- (a) Title
 - (b) Owner
 - (c) Occupant(s)/Tenant(s)
 - (d) Location
 - (e) Description
 - (f) GSM (GSF) / OSM (OSF) of building
 - (g) GSM (GSF) of laboratory space
 - (h) Special Features (Security Systems, etc.)
 - (i) Construction Type
 - (j) Contract Type
 - (k) Contractor's Responsibilities (Scope of Work)
 - (l) Date of Award
 - (m) Date of Substantial Completion
 - (n) Date of Completion
 - (o) Construction Cost at Award
 - (p) Construction Cost at Completion
 - (q) Schedule Completion Time (days)
 - (r) Actual Completion Time (days)
 - (s) Number of Change Orders
 - (t) Classification (reason) of Change Orders
 - (u) Claims and/or Appeals Filed
2. The Offeror shall submit resumes and information to demonstrate the qualifications of the General Construction Contractor's key management personnel for the categories proposed for assignment on this project.
 - (a) Resumes shall be provided for the following assignments on this project:
 - (1) Home Office - Construction Executive
 - (2) On-Site Construction Project Manager
 - (3) On-Site Construction Superintendent
 - (b) For each of the General Construction Contractor's key management personnel, the resume shall indicate the following qualifications:
 - (1) Successfully performed the same functions as the assignment being proposed for on this project on no less than two (2) new construction projects similar in size, type (chemistry and/or biological laboratory/hospital/medical research), and technical complexity to the project in this solicitation, within the past ten (10) years. At a minimum, one of the projects must be completed and the other a minimum of 75% complete..

- (2) Ten (10) years experience in the construction industry.

Offerors which **DO NOT** demonstrate that they meet all the above minimum mandatory requirements will be ineligible for award, and proposals submitted by these offerors will not be further evaluated.

Technical, cost, and past performance proposals of those offerors who meet the minimum mandatory requirements will be evaluated. **IF** discussions/negotiations are required, the Government reserves the right to set the Competitive Range to the greatest number permitting an efficient competition among the most highly rated proposals.

D. Volume III - Technical/Management Proposal Instructions

This proposal shall consist of information directly responding to the information sought by the Government's statement of work and technical/management criteria.

Offerors are specifically cautioned that this volume of the proposal shall be absolutely devoid of any discussion of references to price and/or cost. However, resource information such as data concerning labor hours and categories, types of materials, subcontracts, travel, computer time, etc., shall be included in the Technical/Management proposal so that the offeror's understanding of the scope of work may be evaluated.

Do not submit company portfolios and/or other advertising documents. The intent of the proposal should not be to paraphrase the specifications but provide a brief description of the work to be performed.

The Technical/Management proposal shall address the evaluation criteria identified in Section M and shall be formatted and submitted as follows:

Factor 1 – PROPOSED CORPORATE TEAM STRUCTURE AND RELEVANT EXPERIENCE

The response to this factor should not exceed 10 double-sided 8-1/2 x 11 pages. This limitation excludes the organization chart and resumes.

The offeror's proposed corporate team structure (General Contractor and all Subcontractors with Primary Subcontractors: Mechanical; Building Control Systems; Electrical; Architectural Concrete; Structural Steel; Curtain Wall; and Laboratory Casework being named) will be evaluated to determine demonstrated organizational experience and experience in working together as a team. Documented corporate experience (General Contractor and Primary Subcontractors) experience within the past 10 years in providing construction services for major chemistry and/or microbiology laboratory/hospital/medical research facilities; especially as related to complex, operational mechanical/electrical building utility systems on Government or private projects comparable to or greater than the size, complexity, magnitude, and phasing of this project. The projects shall have included not less than 4,645 gross square meters (50,000 gross square feet) of laboratory (chemistry and/or microbiology laboratory/hospital/medical research) space. Per FAR 15.304(c)(4) the extent of and methods used to develop subcontracting possibilities for small disadvantaged business concerns will also be evaluated.

(a). Provide a detailed project specific organization chart and narrative that describes the project team (General Contractor and subcontractors) to be assembled to execute work under this contract. The chart and narrative should adequately define the integration of the team. The chart shall include **ALL** subcontracted work and lines of authority. State specifically, at a minimum, **the names** of those firms responsible for the following work, hereinafter referred to as the **primary subcontractors**.

Mechanical
Building Control Systems

Electrical
Architectural Concrete
Structural Steel
Curtain Wall
Laboratory Casework

The chart and narrative, through lines and graphics as necessary, shall show the interrelationship of the project team, and shall define the component team member responsibilities with respect to the above areas.

Only one firm per primary subcontract discipline shall be provided. Letters of commitment shall be provided for all offered subcontractors (primary and others).

b. The Offeror must demonstrate its organizational experience as a General Construction Contractor responsible for the construction of a minimum of three (3) to a maximum of seven (7) construction projects similar in size, type (chemistry and/or biological laboratory/hospital/medical research), and technical complexity to the project in this solicitation, within the past ten (10) years, and meets all of the following characteristics:

- (1) Construction was for new buildings including site work, structural, electrical, mechanical, plumbing, architectural, and fire protection systems;
- (2) Two (2) of the projects must be at least 75% completed at the time of proposal submission and the balance of the projects must be complete; and
- (3) The projects included not less than 4,645 gross square meters (gsm) (50,000 gross square feet) of laboratory (chemistry and/or biological laboratory/hospital/medical research) space.

c. The Offeror must provide supporting information from the primary subcontractors, which demonstrates the subcontractor's experience in the particular area of expertise. Each primary subcontractor listed must provide his responsibilities for a minimum of three (3) to a maximum of seven (7) construction projects similar in size, type (chemistry and/or biological laboratory/hospital/medical research), and technical complexity to the project in this solicitation, within the past ten (10) years, and meets all of the following characteristics:

- (1) Construction, new or renovation, was for a chemistry and/or biological laboratory/hospital/medical research building;
- (2) Two (2) of the projects must be at least 75% completed at the time of proposal submission and the balance of the projects must be complete; and
- (3) The projects met one of the following criteria, respectively for each primary subcontractor:
HVAC Subcontractor: Total subcontract award was not less than \$ 4.0 million.
Building Controls Subcontractor: Total subcontract award was not less than \$ 0.075 million.
Electrical Subcontractor: Total subcontract award was not less than \$ 2.5 million.
Architectural Concrete Subcontractor: Total subcontract award was not less than \$ 1.5 million.
Structural Steel Subcontractor: Total subcontract award was not less than \$ 0.75 million.
Curtain Wall Subcontractor: Total subcontract award was not less than \$ 1.0 million.
Laboratory Casework Subcontractor: Total subcontract award was not less than \$ 1.5 million.

d. The Offeror shall submit, for itself and its primary subcontractors, Data and Information for each project presented, in accordance with the following:

- (a) Title
- (b) Owner
- (c) Occupant(s)/Tenant(s)
- (d) Location
- (e) Description
- (f) GSM (GSF) / OSM (OSF) of building

- (g) GSM (GSF) of laboratory space
- (h) Special Features (Security Systems, etc.)
- (i) Construction Type
- (j) Contract Type
- (k) Contractor's Responsibilities (Scope of Work)
- (l) Date of Award
- (m) Date of Substantial Completion
- (n) Date of Completion
- (o) Construction Cost at Award
- (p) Construction Cost at Completion
- (q) Schedule Completion Time (days)
- (r) Actual Completion Time (days)
- (s) Number of Change Orders
- (t) Classification (reason) of Change Orders
- (u) Claims and/or Appeals Filed

FACTOR 2 - WORK PLAN

The response to this Factor should not exceed 10 double-sided 8-1/2 x 11 pages. This limitation excludes the CPM.

See Section H-4 & H-9 of the solicitation/contract for scheduling software requirements for any resulting contract.

The work plan shall consist of the following: A Critical Path Method (CPM) schedule containing sufficient milestones (but no more than 60) to explain how the work will be accomplished; A detailed narrative of the critical path activities, milestones, durations, and other important activities during construction; How actual progress will be measured; and Logic and sequence of events necessary for the successful completion of the project. Experience (why and how used) of the General Contractor's and all subcontractor's firm and personnel with the Meridian's Prolog 5.1 Website Based Project Control System and other website based project control systems. Other management control systems utilized to maintain effective schedule, technical, quality, and price controls.

Describe other management control systems utilized to maintain effective schedule, technical, quality, and price controls. Describe your firm's experience with this control system. The following should be addressed and submitted:

- (a) extent of experience in formulating and executing plans and programs of this type of construction
- (b) extent of experience in the management of a diversified operation using the skills and capabilities of those required for successful completion of this requirement. Examples would include such areas as: involvement in projects requiring coordination with other firms/organizations to arrive at an integrated project completion; extent of experience and demonstrated performance under other contracts to other Government and commercial organizations from the standpoint of planning projects, ability to meet schedules, quality of work, and nature of work performed.

FACTOR 3 - PROPOSED PERSONNEL TEAM STRUCTURE AND RELEVANT EXPERIENCE

The response to this Factor should not exceed 10 double-sided 8-1/2 x 11 pages.

The offeror's proposed personnel (General Contractor's and Primary Subcontractors') and staffing approach (key management personnel, delegations of responsibility, assignment of authority, experience in working together as a team for the same or similar work) will be evaluated to determine demonstrated ability to staff and manage the project. Documented personnel experience in successfully carrying out the assigned responsibility for a minimum of three construction projects, within the past ten (10) years, where each project had a total construction cost of not less than \$15

million and included not less than 4,645 gross square meters (50,000 gross square feet) of laboratory (chemistry/and/or microbiology laboratory/hospital/medical research) space.

Provide a detailed project specific organization chart and narrative that describes the project team (General Contractor's and primary subcontractors' personnel) to be assembled to execute work under this contract. The chart and narrative should adequately define the roles, responsibilities, and integration of the team personnel. The chart shall include subcontracted work and lines of authority. The chart, through lines and graphics as necessary, shall show the interrelationship of the project team personnel, and shall define the component team member responsibilities. For the General Contractor and Primary Subcontractors identify on the chart the key management personnel (at a minimum the Home Office Construction Executive, Construction Project Manager, and Construction Superintendent), delegations of responsibility, assignment of authority, and experience in working together as a team in performing the same or similar work. Additionally the General Contractor is to provide data on the following: Quality Assurance Engineer, Safety Engineer, Project Engineer. Provide as many names and roles as necessary to show the Government the project is adequately and completely staffed. Indicate for each person if they are full or part time, to be located on or off site.

The Offeror shall submit resumes and information to demonstrate the qualifications of the key personnel

For each of the key personnel, the resume shall indicate the following qualifications:

- (a) Successful experience in the assigned responsibility for a minimum of three (3) construction projects, within the past ten (10) years, where each project had a total construction cost of not less than \$15 million and included not less than 4,645 gross square meters (50,000 gross square feet) of laboratory (chemistry and/or biological laboratory/hospital/medical research) space. Additionally, for each of the General Construction Contractor's key personnel, the project must have been for construction of a new building including site work, structural, electrical, mechanical, plumbing, architectural, and fire protection systems. At a maximum, one of the projects must be at least 75% completed at the time of proposal submission. The balance of projects must be completed.
- (b) For each project describe the role and responsibilities.
- (c) For each project identify the duration of time on the project and the duration of the project.
- (d) For each project identify any unique experiences or accomplishments.
- (e) Ten (10) years experience in the construction industry.

FACTOR 4 - CONTRACT ADMINISTRATION AND SUBCONTRACT MANAGEMENT

The response to this Factor should not exceed 10 double-sided 8-1/2 x 11 pages.

Submit a narrative that defines the roles and responsibilities of the on-site team for cost estimating, proposal preparation, and change order processing. Address subcontractor management with respect to the work schedule, change order requests, and quality of work.

Describe the extent of home office support you anticipate, particularly in back-up personnel. As an example, in the event of personnel conflicts, will the home office assist the on-site personnel in resolving it?

Provide a narrative to explain what procedures you will implement to respond to a request for proposal for a potential modification to the contract. What type of cost /price analysis and time impact is performed on proposals received from your subcontractors prior to submission to the Government?

If you are a large business, discuss past compliance with the requirements of FAR Clause No. 52.219-9 "Small Business Subcontracting Plan" and the degree to which goals were met. Provide a narrative of the methods used by your firm to develop subcontracting possibilities pursuant to this clause.

E. Volume IV - Past Performance Proposal Instructions

Past performance means quality of work, essentially comparable to the work contemplated by this RFP, completed under and in accordance with a contract. It includes, but is not necessarily limited to, work in the same or similar scope (chemistry and/or microbiology laboratory/hospital/medical research), performed by the same company/division/profit center, and in a time period reasonably recent to this instant acquisition.

Summarize previous experience of the General Contractor and Primary Subcontractors (identified in Technical Factor 1 above) on projects of similar scope, complexity, and size, particularly those projects for which your firm had total responsibility. Specifically, offerors shall submit a list of a minimum of three (3) and a maximum of five (5) regional corporate references (as prime or subcontractor) over \$10 million completed during the past ten (10) years or currently in process. At least two of the three regional corporate shall be from projects similar in size, type, and technical complexity to the project in this solicitation.

One (1) must be completed and two (2) of the three projects must be at least 75% completed at time of proposal submission. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments, and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

In addition, a minimum of three (3) references for each Key personnel listed in Section G-4 of this solicitation shall be provided. At least two of the three key personnel references shall be from projects similar in size, type, and technical complexity to the project in this solicitation. Information should be presented in the following manner:

- a. Name and address of your client, A/E design firm, construction management firm, and the name and phone number of their respective responsible representatives; if a Government agency, indicate the Contracting Officer
- b. Type of contract arrangement (i.e. cost-type, fixed price)
- c. Original contract amount and completed contract amount
- d. Description and nature of change orders
- e. Period during which work was conducted (start and complete dates-substantial and final) and the contract number
- f. Schedule Completion Time (Days) and Actual Completion Time (Days)
- g. Scope of Work
- h. GSM (GSF)/OSM (OSF) of project
- i. GSM (GSF)/OSM (OSF) of Laboratory space
- j. Special features (security systems, etc.)
- k. Construction Type
- l. Discussion of the similarities between this previous experience and the requirements of the specifications and plans for this instant acquisition, and names of consultants and subcontractors (mechanical, controls, electrical, masonry, civil/structural, and specialty areas) used, if any
- m. Provide information on firm's safety record. Include information about on-the-job accidents, work days lost, OSHA violations, and days worked without an accident
- n. Briefly describe the circumstances surrounding any of the following:
 - projects completed appreciably ahead of schedule; identify projects which had construction project delays
 - projects where substantial value-engineered cost savings were realized
 - contract termination in whole or in part and reason

- projects that included liquidated damages provisions and amounts, if any, of liquidated damages assessed against your firm
- o. Claims and/or Appeals Filed

A Sample Client Authorization Letter and Business Management Past Performance Questionnaire are provided as attachments to the solicitation package (Attachments J -10 and J-11, Part III, Section J - List of Attachments) for use by offerors in notifying clients they have been identified as a reference related to past performance and requesting them to complete and return the questionnaire to the Contracting Officer.

Offerors will be given an opportunity to address unfavorable reports of past performance and the offeror's response, or lack thereof, will be taken into consideration.

Information may be obtained from sources other than those identified by the offeror and used as a part of the evaluation.

F. Volume V - Pricing Proposal Instructions

1. Realism of prices and costs against technical/management proposals will be evaluated as a part of the overall evaluation. The offeror shall submit a completed Section B-2 - Compensation - Fixed Price Schedule, showing total prices for each line item. The Contractor shall also submit a completed pricing worksheet (Attachment J-15) with supporting information to substantiate proposed pricing for the specified work categories as well as for overhead and profit rates i.e., Field Overhead, Prime's Overhead on Subcontractors, Prime's Home Office Overhead, Prime's Profit. A separate pricing worksheet shall be completed and provided for each subcontractor.

The offeror shall indicate if it has the necessary financial capacity, working capital and other resources to perform the contract without assistance from any outside source. (If not, indicate the amount required and the anticipated sources.)

2. Identification of Item Offered

The offeror shall complete the following for each item or component part of an end item identified by a "Brand name or equal" purchase description:

Proposing On:

Manufacturer's Name _____

Brand _____

No. _____

L - 2. Alternate Proposals. You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements, provided that you also submit a proposal for performance of work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interest of the Government. Alternative proposals, or deviations from any requirement of this RFP, shall be clearly identified. The Government will evaluate alternate proposals in accordance with the evaluation criteria set forth in Section M of this request for proposals.

L - 3. Restriction on Disclosure and Use of Data (April 1984)(HHSAR 352.215-12). The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act:

LEGEND

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc., by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI Officials must make that determination. The offeror hereby agrees that the government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with the submission of this proposal, the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this
page is subject to the restriction on the cover
sheet of this proposal or quotation."**

Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. **The Government reserves the right to reject any proposal submitted with a nonconforming legend.**

L - 4. Evaluation of Proposals: The Government will evaluate proposals in accordance with the evaluation criteria set forth in Part IV, Section M of this RFP.

L - 5. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP.

L - 6. It is understood that your proposal will become part of the official file.

L - 7. Nonsegregated Facilities. Special attention is directed to the “Prohibition of Segregated Facilities” (52.222-21) of this solicitation. You are cautioned that failure to agree to the certification shall render your proposal ineligible for award of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clauses.

L - 8. Cost of Proposal Preparation. The solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

L - 9. Amendments to Proposals. Changes to the proposal by the offeror shall be accomplished by amended page(s). Changes from the original page shall be indicated by right and left marginal vertical lines adjacent to the change. The offeror shall include the amendment number on the lower right-hand edge of the pages.

L - 10. Contract Content. The contract, when executed by the Government, will consist of Sections A through J of the solicitation package and any amendments thereto, appropriate attachments, and the proposal and any amendments thereto.

L - 11. Solicitation Provisions

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: www.ARNET.gov/far/

52.204-6 Data Universal Numbering System (DUNS) Number (JUN 1999)

52.215-1 Instructions to Offerors – Competitive Acquisition (FEB 2000) Alternate I (OCT 1997)

52.222-24 Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

L - 12. 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Fixed Price Construction contract resulting from this solicitation.

L - 13. 52.233-2 - Service of Protest (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Caroline P. Dean, Food and Drug Administration, 5630 Fishers Lane, Room 2129, HFA-531, Rockville, MD 20857.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-14. Magnitude of Construction

In accordance with FAR 36.204, the magnitude of this construction project is estimated to be greater than \$25,000,000.

L-15 Construction Documents

Although the solicitation is available on the internet, the plans and specifications can only be acquired by written request (referencing the solicitation number and including a contact person, company name and address, telephone and fax numbers) and including the appropriate payment to: Food and Drug Administration, Division of Construction and Facilities Support Contracting, 5630 Fishers Lane, Room 2057, HF-34, Rockville, MD 20857. The plans and specifications are available at a nonrefundable cost of \$450.00 per set and only company checks or money orders will be accepted and they shall be made payable to the "Food and Drug Administration." The availability of plans and specifications is limited and will be furnished, until the supply is exhausted, on a first received, first served basis.

The complete solicitation package is available for review only at the following locations:

Food and Drug Administration
Room 2057
5630 Fishers Lane
Rockville, Maryland
Contact: Pat Calhoun @ (301) 827-1022
Hours: 7:00 AM - 3:30 PM M-F

Food and Drug Administration
Suite 300
19900 MacArthur Boulevard
Irvine, California
Contact: Lloyd Lehrer @ (949) 798-7777
Hours: 7:00 AM - 3:30 PM M-F

L-16 52.225-12 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. Construction material, designated country construction material, domestic construction material, foreign construction material, and NAFTA country construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the

offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L - 17 Preproposal Conference and Site Visit

Offerors are invited to attend a preproposal conference and inspect the site to satisfy themselves as to all general and local conditions that may affect the cost of performance of this contract. During the inspection and conference, questions concerning the resulting contract will be answered. However, nothing done or said during the conference shall be considered as altering, modifying or qualifying any contract resulting from this solicitation. Changes to the solicitation deemed appropriate will be made by written amendment to the solicitation package.

In order to allow preparation of responses and to expedite discussions, interested firms are requested to submit questions in writing to the Contract Specialist, Pat Calhoun, at the address listed in Block 7 of Standard Form 1442 at least three work days prior to the date of the preproposal conference. Each question should clearly specify the RFP area, (section, page, paragraph, etc.) to which it refers. Answers to questions that necessitate RFP amendments will be provided to all respondents. A form for the purpose of submission of questions by prospective offerors is included as Attachment J-16 to this solicitation. All questions submitted via Electronic Mail shall include the same information as the enclosed form.

The preproposal conference and site inspection will be as follows:

Day: Wednesday

Date: June 21, 2000

Time: 10:00 AM Local Time

Location: 19900 MacArthur Boulevard
Suite 300
Irvine, California

SECTION M - EVALUATION FACTORS FOR AWARD

M-1 GENERAL:

Due to the unique technical nature of this project, the Government intends to select a contractor with the Technical and Managerial experience necessary for contract execution and who possess a history of satisfactory performance at fair and reasonable prices. The Government is most concerned about the complex mechanical and electrical infrastructure necessary to support the laboratory operation, particularly in regard to system distribution and control of differential air pressures and ventilation of primary containment devices. The contractor will have sole responsibility for meeting the operating and/or performance parameters detailed in the specifications. The Government, therefore, desires to obtain a General Contractor and subcontractors with the technical and managerial experience necessary to successfully complete the overall performance criteria and construction of this facility. The RFP evaluation is, therefore, structured to give the Government the ability to evaluate the technical and managerial experience of your team (General Contractor and Subcontractors) and the team's work plan approach as well as past performance and price.

Section M delineates the criteria to be used in proposal evaluations. However, in order to provide a complete and comprehensive proposal, offerors must coordinate the submission requirements and formatting required in Section L with the criteria listed in Section M.

M-2 BASIS FOR AWARD

Award will be made to the responsible offeror whose proposal, conforming to the solicitation, will be most advantageous or offer the best value to the Government, considering minimum mandatory, technical and management, past performance, and price/cost factors.

The Government reserves the right to accept other than the lowest offer and reject any or all offers. The Government may waive informalities and minor irregularities in offers received. The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between the line items or sub line items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment. The Government reserves the right to negotiate with any or all offerors who meet the mandatory minimum qualifications. Offerors are advised that award may be made without discussion or any contact concerning the proposal received. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint.

Separate minimum mandatory, technical, past performance, and cost/price evaluations will be performed. Interrelationships of these elements will be assessed consistent with the regulations concerning the considerations of cost and other factors in determining contract award. The determination of best value will be made by a subjective comparison of the differences in the value of technical factors, with the differences in the cost/price proposal factors, and with the differences in the past performance factors. In making this comparison, the Government is more concerned with obtaining performance capability superiority rather than lowest overall cost. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve only slightly superior technical performance. Overall cost to the Government may become the ultimate determining factor for award of a contract as proposals become more equal based on the other factors.

The objective is to select a contractor whose proposal demonstrates the understanding and capabilities required to successfully perform the requirements of this solicitation and strikes the most advantageous balance between technical/management features, past performance assessment, and price.

M-3 MINIMUM MANDATORY REQUIREMENTS

This evaluation shall be subjective and based upon the content, completeness, and thoroughness of the data submitted (See Section L for submission requirements). In order to be evaluated, firms must fully meet all of the following minimum mandatory requirements:

1. Offerors must demonstrate in writing the firm's organizational experience as a General Construction (GC) Contractor responsible for at least three (3) new construction projects within the past ten (10) years which are similar in size, type (chemistry and/or biological laboratory/hospital/medical research), and technical complexity to the project in this solicitation. The projects shall meet all of the following requirements:

- (a) Construction was for a new building including site work, structural, electrical, mechanical, plumbing, architectural, and fire protection systems;
- (b) At a minimum, one of the projects must be completed and two (2) of the three projects must be at least 75% completed at time of proposal submission; and
- (c) The projects included not less than 4,645 GSM (50,000 gross square feet) of laboratory (chemistry and/or biological laboratory/hospital/medical research) space.

The Offeror shall submit Data and Information for each project presented, in accordance with the following:

- (a) Title
- (b) Owner
- (c) Occupant(s)/Tenant(s)
- (d) Location
- (e) Description
- (f) GSM (GSF) / OSM (OSF) of building
- (g) GSM (GSF) of laboratory space
- (h) Special Features (Security Systems, etc.)
- (i) Construction Type
- (j) Contract Type
- (k) Contractor's Responsibilities (Scope of Work)
- (l) Date of Award
- (m) Date of Substantial Completion
- (n) Date of Completion
- (o) Construction Cost at Award
- (p) Construction Cost at Completion
- (q) Schedule Completion Time (days)
- (r) Actual Completion Time (days)
- (s) Number of Change Orders
- (t) Classification (reason) of Change Orders
- (u) Claims and/or Appeals Filed

2. The Offeror shall submit resumes and information to demonstrate the qualifications of the General Construction Contractor's key management personnel for the categories proposed for assignment on this project.

- (a) Resumes shall be provided for the following assignments on this project:
 - (1) Home Office - Construction Executive

- (2) On-Site Construction Project Manager
- (3) On-Site Construction Superintendent

(b) For each of the General Construction Contractor's key management personnel, the resume shall indicate the following qualifications:

- (1) Successfully performed the same functions as the assignment being proposed for on this project on no less than two (2) new construction projects similar in size, type (chemistry and/or biological laboratory/hospital/medical research), and technical complexity to the project in this solicitation, within the past ten (10) years. At a minimum, one of the projects must be completed and the other a minimum of 75% complete..
- (2) Ten (10) years experience in the construction industry.

Offerors which **DO NOT** demonstrate that they meet all the above minimum mandatory requirements will be ineligible for award, and proposals submitted by these offerors will not be further evaluated.

Technical, cost, and past performance proposals of those offerors who meet the minimum mandatory requirements will be evaluated. **IF** discussions/negotiations are required, the Government reserves the right to set the Competitive Range to the greatest number permitting an efficient competition among the most highly rated proposals.

M-4 RELATIVE IMPORTANCE OF CRITERIA

For purposes of evaluation, all stated criteria, TECHNICAL/MANAGEMENT, PRICE, AND PAST PERFORMANCE, are of equal importance. Technical/Management subcriteria are of equal importance. In accordance with 15.304(e) all evaluation factors other than cost or price, when combined, are: significantly more important than cost or price.

M-5 TECHNICAL/MANAGEMENT, PAST PERFORMANCE, AND PRICE FACTORS

A. TECHNICAL / MANAGEMENT

This evaluation shall be subjective and based upon the content, completeness, and thoroughness of the data submitted (See Section L for submission requirements on all factors). The offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement. The following factors, will be used to evaluate technical proposals.

Factor 1 – PROPOSED CORPORATE TEAM STRUCTURE AND RELEVANT EXPERIENCE

The offeror's proposed corporate team structure (General Contractor and all Subcontractors with Primary Subcontractors: Mechanical; Building Control Systems; Electrical; Architectural Concrete; Structural Steel; Curtain Wall; and Laboratory Casework being named) will be evaluated to determine demonstrated organizational experience and experience in working together as a team. Documented corporate experience (General Contractor and Primary Subcontractors) experience within the past 10 years in providing construction services for major chemistry and/or microbiology laboratory/hospital/medical research facilities; especially as related to complex, operational mechanical/electrical building utility systems on Government or private projects comparable to or greater than the size, complexity, magnitude, and phasing of this project. The projects shall have included not less than 4,645 gross square meters (50,000 gross square feet) of laboratory (chemistry and/or microbiology laboratory/hospital/medical research) space. Per FAR 15.304(c)(4) the extent of and methods used to develop subcontracting possibilities for small disadvantaged business concerns will also be evaluated.

(a). Provide a detailed project specific organization chart and narrative that describes the project team (General Contractor and subcontractors) to be assembled to execute work under this contract. The chart and narrative should

adequately define the integration of the team. The chart shall include **ALL** subcontracted work and lines of authority. State specifically, at a minimum, **the names** of those firms responsible for the following work, hereinafter referred to as the **primary subcontractors**.

Mechanical
Building Control Systems
Electrical
Architectural Concrete
Structural Steel
Curtain Wall
Laboratory Casework

The chart and narrative, through lines and graphics as necessary, shall show the interrelationship of the project team, and shall define the component team member responsibilities with respect to the above areas.

Only one firm per primary subcontract discipline shall be provided. Letters of commitment shall be provided for all offered subcontractors (primary and others).

(b) The Offeror must demonstrate its organizational experience as a General Construction Contractor responsible for the construction of a minimum of three (3) to a maximum of seven (7) construction projects similar in size, type (chemistry and/or biological laboratory/hospital/medical research), and technical complexity to the project in this solicitation, within the past ten (10) years, and meets all of the following characteristics:

- (1) Construction was for new buildings including site work, structural, electrical, mechanical, plumbing, architectural, and fire protection systems;
- (2) Two (2) of the projects must be at least 75% completed at the time of proposal submission and the balance of the projects must be complete; and
- (3) The projects included not less than 4,645 gross square meters (gsm) (50,000 gross square feet) of laboratory (chemistry and/or biological laboratory/hospital/medical research) space.

(c) The Offeror must provide supporting information from the primary subcontractors, which demonstrates the subcontractor's experience in the particular area of expertise. Each primary subcontractor listed must provide his responsibilities for a minimum of three (3) to a maximum of seven (7) construction projects similar in size, type (chemistry and/or biological laboratory/hospital/medical research), and technical complexity to the project in this solicitation, within the past ten (10) years, and meets all of the following characteristics:

- (1) Construction, new or renovation, was for a chemistry and/or biological laboratory/hospital/medical research building;
- (2) Two (2) of the projects must be at least 75% completed at the time of proposal submission and the balance of the projects must be complete; and
- (3) The projects met one of the following criteria, respectively for each primary subcontractor:
 - HVAC Subcontractor: Total subcontract award was not less than \$ 4.0 million.
 - Building Controls Subcontractor: Total subcontract award was not less than \$ 0.075 million.
 - Electrical Subcontractor: Total subcontract award was not less than \$ 2.5 million.
 - Architectural Concrete Subcontractor: Total subcontract award was not less than \$ 1.5 million.
 - Structural Steel Subcontractor: Total subcontract award was not less than \$ 0.75 million.
 - Curtain Wall Subcontractor: Total subcontract award was not less than \$ 1.0 million.
 - Laboratory Casework Subcontractor: Total subcontract award was not less than \$ 1.5 million.

(d) The Offeror shall submit, for itself and its primary subcontractors, Data and Information for each project presented, in accordance with the following:

- (a) Title

- (b) Owner
- (c) Occupant(s)/Tenant(s)
- (d) Location
- (e) Description
- (f) GSM (GSF) / OSM (OSF) of building
- (g) GSM (GSF) of laboratory space
- (h) Special Features (Security Systems, etc.)
- (i) Construction Type
- (j) Contract Type
- (k) Contractor's Responsibilities (Scope of Work)
- (l) Date of Award
- (m) Date of Substantial Completion
- (n) Date of Completion
- (o) Construction Cost at Award
- (p) Construction Cost at Completion
- (q) Schedule Completion Time (days)
- (r) Actual Completion Time (days)
- (s) Number of Change Orders
- (t) Classification (reason) of Change Orders
- (u) Claims and/or Appeals Filed

Factor 2 - Work Plan

The work plan shall consist of the following: A Critical Path Method schedule containing sufficient milestones (but not more than 60) to explain how the work will be accomplished; A detailed narrative of the critical path activities, milestones, durations, and other important activities during construction; How actual progress will be measured; and Logic and sequence of events necessary for the successful completion of the project. Experience (why and how used) of the General Contractor's and all subcontractor's firm and personnel with the Meridian's Prolog 5.1 Website Based Project Control System and other website based project control systems. Other management control systems utilized to maintain effective schedule, technical, quality, and price controls.

Describe other management control systems utilized to maintain effective schedule, technical, quality, and price controls. Describe your firm's experience with this control system. The following should be addressed and submitted:

- (a) extent of experience in formulating and executing plans and programs of this type of construction
- (b) extent of experience in the management of a diversified operation using the skills and capabilities of those required for successful completion of this requirement. Examples would include such areas as: involvement in projects requiring coordination with other firms/organizations to arrive at an integrated project completion; extent of experience and demonstrated performance under other contracts to other Government and commercial organizations from the standpoint of planning projects, ability to meet schedules, quality of work, and nature of work performed.

Factor 3 - Proposed Personnel Team Structure and Relevant Experience

The offeror's proposed personnel (General Contractor's and Primary Subcontractors') and staffing approach (key management personnel, delegations of responsibility, assignment of authority, experience in working together as a team for the same or similar work) will be evaluated to determine demonstrated ability to staff and manage the project. Documented personnel experience in successfully carrying out the assigned responsibility for a minimum of three construction projects, within the past ten (10) years, where each project had a total construction cost of not less than \$15 million and included not less than 4,645 gross square meters (50,000 gross square feet) of laboratory (chemistry/and/or

microbiology laboratory/hospital/medical research) space.

Provide a detailed project specific organization chart and narrative that describes the project team (General Contractor's and primary subcontractors' personnel) to be assembled to execute work under this contract. The chart and narrative should adequately define the roles, responsibilities, and integration of the team personnel. The chart shall include subcontracted work and lines of authority. The chart, through lines and graphics as necessary, shall show the interrelationship of the project team personnel, and shall define the component team member responsibilities. For the General Contractor and Primary Subcontractors identify on the chart the key management personnel (at a minimum the Home Office Construction Executive, Construction Project Manager, and Construction Superintendent), delegations of responsibility, assignment of authority, and experience in working together as a team in performing the same or similar work. Additionally the General Contractor is to provide data on the following: Quality Assurance Engineer, Safety Engineer, Project Engineer. Provide as many names and roles as necessary to show the Government the project is adequately and completely staffed. Indicate for each person if they are full or part time, to be located on or off site.

The Offeror shall submit resumes and information to demonstrate the qualifications of the key personnel

For each of the key personnel, the resume shall indicate the following qualifications:

- (a) Successful experience in the assigned responsibility for a minimum of three (3) construction projects, within the past ten (10) years, where each project had a total construction cost of not less than \$15 million and included not less than 4,645 gross square meters (50,000 gross square feet) of laboratory (chemistry and/or biological laboratory/hospital/medical research) space. Additionally, for each of the General Construction Contractor's key personnel, the project must have been for construction of a new building including site work, structural, electrical, mechanical, plumbing, architectural, and fire protection systems. At a maximum, one of the projects must be at least 75% completed at the time of proposal submission. The balance of projects must be completed.
- (b) For each project describe the role and responsibilities.
- (c) For each project identify the duration of time on the project and the duration of the project.
- (d) For each project identify any unique experiences or accomplishments.
- (e) Ten (10) years experience in the construction industry.

Factor 4 - Contract Administration And Subcontract Management

The offeror will be evaluated on his demonstration of the roles and responsibilities of the on-site team with regard to cost estimating, proposal preparation, change order processing, and subcontract management with respect to work schedule, change order requests and quality of work. Per FAR 15.304(c)(4) the extent of and methods used to develop subcontracting possibilities for small disadvantaged business concerns will also be evaluated.

B. Technical/Management Proposal Scoring Guidelines

The descriptive criteria stated below will be used when rating the technical/management proposals. Each proposal will be evaluated against the information required in the RFP. Award may not be made to an offeror who receives a second overall marginal rating. Award will not be made to an offeror who receives an overall unacceptable rating.

Exceptional: The offeror has demonstrated an approach which significantly exceeds stated requirements in a beneficial way. There is little risk that this offeror would fail to meet the quantity, quality, and schedule requirements of the solicitation. There are no significant weaknesses.

Acceptable: The offeror has demonstrated an approach which is considered to meet the stated requirements and demonstrate a good probability of success. There is an average risk that this offeror would fail to meet the quantity,

quality, and schedule requirements of the solicitation. Any weaknesses are minor.

Marginal: The offeror has demonstrated an approach which fails to meet stated requirements. The response is unacceptable but susceptible to being made acceptable. The response is considered marginal in terms of the basic content and amount of information provided for evaluation. There is a low probability of success; there are deficiencies, but they are susceptible of correction through discussions.

Unacceptable: The offeror has demonstrated an approach which significantly fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision to the proposal would be necessary. The risk that the offeror would fail to meet the quality, quantity and schedule requirements is high.

The scoring guidelines for the technical/management proposals are as follows:

<u>Points</u>	<u>Rating</u>
21 - 25	Exceptional
16 - 20	Acceptable
10 - 15	Marginal
0 - 10	Unacceptable

C. Past Performance

The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the contract requirements as indicated by that offeror's record of past performance. The assessment of performance risk is not intended to be the product of mechanical or mathematical analysis of an offeror's performance on a list of contracts, but rather the product of subjective judgment by the Government after it considers all available and relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it related to all acquisition requirements such as cost, schedule, and performance, including standards of good workmanship; the administration aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer. (See Section L for submission requirements.)

Past performance findings will be highly influential in determining the relative merits and risks associated with the offeror's proposal in a comparative assessment with all competitors. The Government will evaluate the reputation and quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror to other offerors. Evaluation of past performance will be a subjective assessment based upon consideration of all relevant facts and circumstances. The Government is seeking to determine whether an offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services at fair and reasonable prices. Offerors will be given an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. In investigating the offeror's past performance, the Government will consider references submitted by the offeror and may consider information from other sources.

D. Past Performance Ranking Scheme

A minimum of three (3) and a maximum of five (5) regional corporate references will be evaluated. In addition, a minimum of three (3) Key Personnel references for the proposed Key Personnel listed in Section G-4 of this solicitation will be evaluated as well. At least two three of the regional corporate and key personnel references shall be from projects similar in size, type and technical complexity to the project in this solicitation. The past performance questionnaire set forth in Attachment J-11 will be used to record information received from references for the

Contractor, or its proposed Key Personnel members. Information may be obtained from sources other than those identified by the offeror. Offerors will be given an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration.

The descriptive criteria below shall be used in the evaluation of past performance information. Offerors are reminded this criteria is equal in importance to the technical/management evaluation and pricing. Award will not be made to an Offeror who has received a second overall marginal or overall unacceptable past performance rating.

Surpassed Requirements - Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information are consistently firm in stating that the offeror's performance surpassed requirements and that they would unhesitatingly do business with the offeror again.

Met Requirements - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. All responses are that the offeror's performance met requirements and that they would do business with the offeror again.

None - No past performance history identifiable. Offeror will not be evaluated favorably or unfavorably on past performance.

Marginally Met Requirements - Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. One or more responses state that the offeror marginally met the requirements expressed concern about doing business with the offeror again.

Failed to Meet Requirements - Based on the offeror's performance record, serious doubt exists that the offeror will successfully perform the required effort. The majority of responses consistently stated that the offeror's performance failed to meet the requirements and that they would not do business with the offeror again.

E. Price/Cost Evaluation

Price/Costs shall be provided in the format identified in Section L-1 and will be evaluated on the basis of cost realism. (See Section L for submission requirements.) As discussed in FAR 15.404-1(d), cost realism analysis is the process of independently reviewing and evaluating specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirement; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal. Realism of prices and costs against technical/management proposals may be evaluated as a part of the overall evaluation. Costs will be evaluated as an objective and subjective factor. All cost and pricing information required by Section L-1 shall be provided and will be used to determine its allowability, allocability and reasonableness relative to the work to be performed under the proposed contract. The negotiated rates for field overhead, prime's overhead on subcontractors, prime's home office overhead, and prime's profit will be incorporated into the successful offeror's contract and will be applied to the direct costs of all contract modifications, additive and deductive, (excluding modifications to exercise options). Prime's home office overhead will not be considered on a change order unless the change affects the construction schedule as determined by the Contracting Officer.

M-6 FAR 52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b), not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s)

